

Filing at a Glance

Companies: American Fire and Casualty Company, The Ohio Casualty Insurance Company, West American Insurance Company

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Filing

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In accordance with the filing requirements of your state, we are filing to adopt ISOs Form Revision Filing Designation Number GL-2006-OCTFR.

As a result, we submit various revisions to our company forms as outlined on the attached synopsis.

Our new and revised company forms are included with this filing. These forms are in final print. Please refer to the synopsis for details. We are also withdrawing 1 company form.

We are submitting a separate corresponding rule filing under separate cover.

We are submitting this filing to be applicable to all policies written on or after December 1, 2007.

To the best of our knowledge, information and belief, this filing is in compliance with the provisions of the insurance statutes, rules and regulations of your state.

Company and Contact

Filing Contact Information

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Filing Company Information

American Fire and Casualty Company
9450 Seward Road
Fairfield, OH 45014-5456
(800) 843-6446 ext. [Phone]

CoCode: 24066
Group Code: 148
Group Name:
FEIN Number: 59-0141790

State of Domicile: Ohio
Company Type:
State ID Number:

The Ohio Casualty Insurance Company
9450 Seward Road
Fairfield, OH 45014-5456
(800) 843-6446 ext. [Phone]

CoCode: 24074
Group Code: 148
Group Name:
FEIN Number: 31-0396250

State of Domicile: Ohio
Company Type:
State ID Number:

West American Insurance Company
9450 Seward Road
Fairfield, OH 45014-5456
(800) 843-6446 ext. [Phone]

CoCode: 44393
Group Code: 148
Group Name:
FEIN Number: 31-0624491

State of Domicile: Indiana
Company Type:
State ID Number:

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Fee Required? Yes
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	08-02-2007	08-02-2007

Disposition

Disposition Date: 08-02-2007

Effective Date (New):

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Comment:

Rate data does NOT apply to filing.

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Synopsis for Forms	Approved	Yes
Form	Non-Cumulation of Liability Limits Same Occurrence	Approved	Yes
Form	Exclusion - Liability Arising Out Of Lead	Approved	Yes
Form	General Liability Master Pak	Approved	Yes
Form	General Liability Master Pak No Medical Payment Extension	Approved	Yes
Form	General Liability Master Pak For Artisan Contractors	Approved	Yes
Form	General Liability Master Pak For Construction	Approved	Yes
Form	General Liability Master Pak For Manufacturers	Approved	Yes
Form	Employee Benefits Liability Coverage Form	Approved	Yes
Form	Supplemental Extended Reporting Period	Approved	Yes
Form	Basic Farm Premises Liability	Approved	Yes
Form	Arkansas Changes - Farm Employers' Liability And Farm Employees' Medical Payments Insurance	Approved	Yes
Form	Personal Liability	Approved	Yes
Form	Lost Key Liability Coverage	Approved	Yes
Form	Bodily Injury To Co-Employee Coverage	Approved	Yes
Form	Exclusion - Electronic Distribution of Unsolicited Material	Approved	Yes

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Non-Cumulation of Liability Limits Same Occurrence	CG 84 99	07 06	Endorsement/Amendment/Conditions Replaced	CG 84 99 03 03	0.00	CG 84 99 07 06.pdf
Approved	Exclusion - Liability Arising Out Of Lead	LC 87 01	07 06	Endorsement/Amendment/Conditions Replaced	LC 87 01 03 99	0.00	LC 87 01 07 06.pdf
Approved	General Liability Master Pak	CG 83 30	12 07	Endorsement/Amendment/Conditions Replaced	CG 83 30 12 03	0.00	CG 83 30 12 07.pdf
Approved	General Liability Master Pak No Medical Payment Extension	CG 84 07	12 07	Endorsement/Amendment/Conditions Replaced	CG 84 07 12 03	0.00	CG 84 07 12 07.pdf
Approved	General Liability Master Pak For Artisan Contractors	CG 84 15	12 07	Endorsement/Amendment/Conditions Replaced	CG 84 15 12 03	0.00	CG 84 15 12 07.pdf
Approved	General Liability Master Pak For Construction	CG 84 16	12 07	Endorsement/Amendment/Conditions Replaced	CG 84 16 12 03	0.00	CG 84 16 12 07.pdf
Approved	General Liability Master Pak For Manufacturers	CG 84 18	12 07	Endorsement/Amendment/Conditions Replaced	CG 84 18 12 03	0.00	CG 84 18 12 07.pdf
Approved	Employee Benefits Liability Coverage Form	CG 80 08	12 07	Policy/Coverage Form Replaced	CG 80 08 07 99	0.00	CG 80 08 12 07.pdf
Approved	Supplemental Extended Reporting Period	CG 84 06	12 07	Endorsement/Amendment/Conditions Replaced	CG 84 06 02 98	0.00	CG 84 06 12 07.pdf
Approved	Basic Farm Premises Liability	CG 85 42	12 07	Endorsement/Amendment/Conditions Replaced	CG 85 42 06 05	0.00	CG 85 42 12 07.pdf
Approved	Arkansas Changes - Farm	CG 85 55	12 07	Endorsement/Amendment/Conditions Replaced	CG 85 55 06 05	0.00	CG 85 55 12 07.pdf

	Employers' Liability And Farm Employees' Medical Payments Insurance			ent/Condi ons			
Approved	Personal Liability	CG 85 45 12 07	Endorseme Replaced nt/Amendm ent/Condi ons	CG 85 45 06 05	0.00	CG 85 45 12 07.pdf	
Approved	Lost Key Liability Coverage	CG 81 38 12 07	Policy/CoveReplaced rage Form	CG 81 38 06 92	0.00	CG 81 38 12 07.pdf	
Approved	Bodily Injury To Co-Employee Coverage	CG 85 26 12 07	Endorseme New nt/Amendm ent/Condi ons		0.00	CG 85 26 12 07.pdf	
Approved	Exclusion - Electronic Distribution of Unsolicited Material	CG 85 19 09 04	Endorseme Withdrawn nt/Amendm ent/Condi ons		0.00	CG 85 19 09 04 Withdrawn.p df	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NON-CUMULATION OF LIABILITY LIMITS
SAME OCCURRENCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to paragraph **5.** of Section **III** - Limits of Insurance:

If an "occurrence" that results in "bodily injury" or "property damage" includes continuous or repeated exposure to substantially the same general conditions that extend over more than one annual policy "issued by us", the each occurrence limit of this policy shall be reduced by the amount of payments we have made or have agreed to make under all policies.

B. The following definition is added to Section **V** - Definitions:

"Issued by us" includes all policies issued by Ohio Casualty Insurance Company, West American Insurance Company, American Fire and Casualty Company or Ohio Security Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - LIABILITY ARISING OUT OF LEAD

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESSOWNERS LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATION COVERAGE PART**

This insurance does not apply to any:

- a.** Claim, suit, or "occurrence" alleging or arising out of any "bodily injury" "property damage", "personal and advertising injury" actually or allegedly arising out of or resulting from, or in any way directly or indirectly caused by or related to any actual or alleged:
 - (1)** ingestion, use, inhalation, handling or absorption of lead in any form from any source; or
 - (2)** contact with or exposure to lead in any form and from any source;
- b.** Damages, loss, cost, expense, liability or other obligation of any nature arising out of, resulting from, or in any way related to, any:
 - (1)** Claim, suit, request, demand, directive or order by or on behalf of any person, entity or governmental authority that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, abate or in any way respond to, or assess the presence or effects of lead in any form from any source; or
 - (2)** Claim or suit by or on behalf of any person entity or governmental authority for damages or any other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating or detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead in any form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**GENERAL LIABILITY
MASTER PAK ®**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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1. **BLANKET ADDITIONAL INSURED** (Owners, Lessees, Contractors or Lessors)
(Includes a Primary/Non-Contributory provision)

- A. Who Is An Insured - Section II** is amended to include as an insured any person or organization you are required to name as an additional insured on this policy in a written contract or written agreement. The written contract or written agreement must be currently in effect or becoming effective during the term of this policy and executed prior to the "bodily injury," "property damage" or "personal and advertising injury."

The person or organization is only an additional insured with respect to liability:

1. Arising out of real property, as described in a written contract or written agreement, that you own, rent, lease or occupy; or
2. Caused in whole or in part by your ongoing operations performed for that insured.

- B. Who Is An Insured – Section II** also includes as an additional insured any person(s) or organization(s) whom you have agreed to add to your policy as insureds in a written contract or written agreement, but with whom you do not have a direct contractual relationship.

Such person or organization is an additional insured as respects to liability:

1. If the written contract or written agreement requires you add them to your insurance as insureds;
2. Due to your negligent act(s). No coverage applies for any liability due to negligence attributable to any person or entity other than the Named Insured; or
3. Caused by your ongoing operations performed under the written contract or written agreement in which you agreed to name such person or organization as an insured.

The insurance provided to any additional insured in Paragraph **A.** or **B.** above does not apply to:

1. **Coverage A - Bodily Injury And Property Damage Liability, Coverage B - Personal And Advertising Injury Liability** or defense coverage under the **Supplementary Payments** arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) were performed by or on behalf of the additional insured(s) at the site where the covered operations have been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

- C.** The limits of insurance applicable to an additional insured in Paragraphs **1.A** or **1.B** above are those specified in a written contract or written agreement or the Limits of Insurance as stated in the Declarations of this policy and defined in **Section III – Limits of Insurance**, whichever is less. These limits are inclusive of and not in addition to the Limits of Insurance available under this policy.

D. As respects the coverage provided to any additional insured under this endorsement, **Section IV- Conditions** is amended as follows:

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a.** Give written notice of an "occurrence" or an offense, that may result in a claim or "suit" under this insurance to us;
- b.** Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c.** Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

2. The following is added to **Condition 3. Legal Action Against Us**:

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

3. The following is added to Paragraph **a.**, **Primary Insurance** of **Condition 4. Other Insurance**:

If the additional insured's policy has an Other Insurance provision making its policy excess, and a Named Insured has agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

4. The following is added to Paragraph **b.**, **Excess Insurance** of **Condition 4. Other Insurance**:

Except as provided in Paragraph **4.a.** Primary Insurance as amended above, any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis. In the event an additional insured has other coverage available for an "occurrence" by virtue of also being an additional insured on other policies, this insurance is excess over those other policies. If any additional insured's coverage contains a self insured retention, deductible, or any similar provision requiring an additional insured to pay a portion of a loss prior to the additional insured's coverage responding, this coverage does not apply to such portion of loss on behalf of such additional insured.

2. FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE DAMAGE TO PREMISES YOU RENT

If **Damage To Premises Rented To You** under **Coverage A** is not otherwise excluded from this policy, the following applies:

A. The last paragraph of **2. Exclusions** of **Section I - Coverage A** is replaced by the following:

If **Damage To Premises Rented To You** is not otherwise excluded, **Exclusions c.** through **n.** do not apply to damage by fire, lightning, "explosion" or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.

B. Paragraph **6.** of **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the **Damage To Premises Rented To You Limit** shown in the Summary of Limits and Charges section of this policy is the most we will pay under **Coverage A** for damages because of "property damage" to premises rented to you or temporarily occupied by you with the permission of the owner arising out of any one fire, lightning, "explosion" or sprinkler leakage incident.

C. Paragraph **b.(1)(a)(ii)** of **Condition 4. Other Insurance (Section IV – Conditions)** is replaced by the following:

(ii) That is Fire, Lightning, Explosion or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with the permission of the owner;

D. Paragraph **9.a.** of the definition of "insured contract" in **Section V- Definitions** is replaced by the following:

9. "Insured contract" means:

a. A contract for the lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damages by fire, lightning, "explosion" or sprinkler leakage to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

E. The following definition is added to **Section V - Definitions**:

"Explosion" means a sudden release of expanding pressure accompanied by a noise, a bursting forth of material and evidence of the scattering of debris to locations further than would have resulted by gravity alone.

"Explosion" does not include any of the following:

- 1.** Artificially generated electrical current including electrical arcing that disturbs electrical devices, appliances or wires;
- 2.** Rupture or bursting of water pipes;
- 3.** Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control; or
- 4.** Rupture or bursting caused by centrifugal force.

3. NON-OWNED WATERCRAFT

Subparagraph **g.(2)** of Paragraph **2., Exclusions** of **Section I - Coverage A** is replaced by the following:

(2) A watercraft you do not own that is:

- (a)** Less than 51 feet long; and
- (b)** Not being used to carry persons or property for a charge;

4. SUPPLEMENTARY PAYMENTS

In the **Supplementary Payments - Coverages A and B** provision:

The limit for the cost of bail bonds in Paragraph **1.b.** is changed from \$250 to \$1000.

5. **PERSONAL AND ADVERTISING INJURY - ELECTRONIC PUBLICATION EXTENSION**

Paragraphs **14.b.**, **d.** and **e.** of **Section V - Definitions** are replaced by the following:

- b.** Malicious prosecution or abuse of process;
- d.** Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e.** Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

The following is added to Paragraph **14.** "Personal and Advertising Injury" of **Section V - Definitions**:

- h.** Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1)** Not done intentionally by or at the direction of:
 - (a)** An insured; or
 - (b)** Any "executive officer" director, stockholder, partner or member of the insured; and
 - (2)** Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

Subparagraphs **b.** and **c.** of 2., **Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability** are replaced by the following:

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication of material whose first publication took place before the beginning of the policy period;

6. **AGGREGATE LIMITS OF INSURANCE (PER LOCATION)**

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

7. **AGGREGATE LIMITS OF INSURANCE (PER PROJECT)**

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your projects away from premises owned by or rented to you.

8. VOLUNTARY PROPERTY DAMAGE COVERAGE

At your request, we will pay for "loss" to property of others caused by your business operations. The most we will pay for this coverage is \$500 each "occurrence." The "loss" must occur during the policy period. The "occurrence" must take place in the "coverage territory".

"Loss" means unintended damage or destruction. "Loss" does not mean disappearance, abstraction or theft.

This coverage does not apply to:

1. Damage arising out of the use of any "auto";
2. Property you own, occupy, rent or lease from others; or
3. Property on your premises for sale, service, repair or storage.

None of the other policy exclusions apply to this coverage.

If the policy to which this endorsement is attached is written with a property damage liability deductible, the deductible shall apply to Voluntary Property Damage. The limit of coverage stated above shall not be reduced by the amount of this deductible.

9. OFF PREMISES CARE, CUSTODY OR CONTROL COVERAGE

A. We will pay those sums that you become legally obligated to pay as damages because of "property damage" to personal property of others while in your or your "employees" care, custody or control or real property of others over which you or your "employees" are exercising physical control if the "property damage" arises out of your business operations. This Coverage is subject to sections **B.**, **C.**, **D.** and **E.** below.

B. Exclusions

This insurance shall not apply to:

1. "Property damage" of property at premises owned, rented, leased, operated or used by you;
2. "Property damage" of property while in transit;
3. The cost of repairing or replacing:
 - (a) Any of your work defectively or incorrectly done by you or by others on your behalf; or
 - (b) Any product manufactured, sold or supplied by you, unless the "property damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking; or
4. "Property damage" of property caused by or arising out of the "products-completed operations hazard".

C. Limits Of Insurance - The most we will pay for "property damage" under this **Section 9.** is \$5,000 for each "occurrence". The most we will pay for the sum of all damages covered under this **Section 9.** because of "property damage" is an annual aggregate limit of \$25,000.

The **Limits Of Insurance** provided under this **Section 9.** are inclusive of and not in addition to any other limits provided in the policy or endorsements attached to it.

D. Deductible - We will not pay for "property damage" in any one "occurrence" until the amount of "property damage" exceeds \$250. If the policy to which this endorsement is attached contains a "property damage" deductible, that deductible shall apply if it is greater than \$250.

E. In the event of "property damage" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

A. Paragraph 3. of **Section II - Who Is An Insured** is deleted and replaced by the following:

3. Any business entity acquired by you or incorporated or organized by you under the laws of any individual State of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no general liability insurance available to that entity. However:
 - a. Coverage under this provision applies only until the expiration of the policy period in which the entity was acquired or incorporated or organized by you.
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you.
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.
 - d. Records and descriptions of operations must be maintained by the first Named Insured and provided to us at the expiration of the policy term for determination of premium.

B. The last paragraph of **Section II - Who Is An Insured** is replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company or limited liability partnership. However, this provision does not apply to any such entity that is shown in this policy as a Named Insured or that qualifies for coverage as a newly formed or acquired organization in Paragraph 3. above.

11. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

A. The requirements in **Section IV - Conditions**, Paragraph 2.a., that you must see to it that we are notified of an "occurrence" applies only when the "occurrence" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member or manager, if you are a limited liability company;
4. An executive officer or designee, if you are a corporation;
5. A trustee, if you are a trust; or
6. A designee, if you are any other type of organization.

B. The requirements in **Section IV - Conditions** Paragraph 2.b. that you must see to it that we receive written notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member or manager if you are a limited liability company;
4. An executive officer or designee, if you are a corporation;
5. A trustee, if you are a trust; or
6. A designee, if you are any other type of organization.

Knowledge of an "occurrence," claim or "suit" by the agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an officer or designee shall have received notice from its agent, servant or "employee".

12. BODILY INJURY

Paragraph 3. of the definition of "bodily injury" in the **Section V - Definitions** is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

13. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

14. MEDICAL PAYMENTS

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Expense Limit provided by this policy shall be the greater of:

- A. \$10,000; or
- B. The amount shown in the Declarations.

All other terms and conditions of your policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**GENERAL LIABILITY
MASTER PAK ®
NO MEDICAL PAYMENTS EXTENSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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1. **BLANKET ADDITIONAL INSURED** (Owners, Lessees, Contractors or Lessors)
(Includes a Primary/Non-Contributory provision)

- A. Who Is An Insured - Section II** is amended to include as an insured any person or organization you are required to name as an additional insured on this policy in a written contract or written agreement. The written contract or written agreement must be currently in effect or becoming effective during the term of this policy and executed prior to the "bodily injury," "property damage" or "personal and advertising injury."

The person or organization is only an additional insured with respect to liability:

1. Arising out of real property, as described in a written contract or written agreement, that you own, rent, lease or occupy; or
2. Caused in whole or in part by your ongoing operations performed for that insured.

- B. Who Is An Insured – Section II** also includes as an additional insured any person(s) or organization(s) whom you have agreed to add to your policy as insureds in a written contract or written agreement, but with whom you do not have a direct contractual relationship.

Such person or organization is an additional insured as respects to liability:

1. If the written contract or written agreement requires you add them to your insurance as insureds;
2. Due to your negligent act(s). No coverage applies for any liability due to negligence attributable to any person or entity other than the Named Insured; or
3. Caused by your ongoing operations performed under the written contract or written agreement in which you agreed to name such person or organization as an insured.

The insurance provided to any additional insured in Paragraph **A.** or **B.** above does not apply to:

1. **Coverage A - Bodily Injury And Property Damage Liability, Coverage B - Personal And Advertising Injury Liability** or defense coverage under the **Supplementary Payments** arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) were performed by or on behalf of the additional insured(s) at the site where the covered operations have been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

- C.** The limits of insurance applicable to an additional insured in Paragraphs **1.A** or **1.B** above are those specified in a written contract or written agreement or the Limits of Insurance as stated in the Declarations of this policy and defined in **Section III – Limits of Insurance**, whichever is less. These limits are inclusive of and not in addition to the Limits of Insurance available under this policy.

D. As respects the coverage provided to any additional insured under this endorsement, **Section IV- Conditions** is amended as follows:

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a.** Give written notice of an "occurrence" or an offense, that may result in a claim or "suit" under this insurance to us;
- b.** Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c.** Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

2. The following is added to **Condition 3. Legal Action Against Us**:

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

3. The following is added to Paragraph **a.**, **Primary Insurance** of **Condition 4. Other Insurance**:

If the additional insured's policy has an Other Insurance provision making its policy excess, and a Named Insured has agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

4. The following is added to Paragraph **b.**, **Excess Insurance** of **Condition 4. Other Insurance**:

Except as provided in Paragraph **4.a.** Primary Insurance as amended above, any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis. In the event an additional insured has other coverage available for an "occurrence" by virtue of also being an additional insured on other policies, this insurance is excess over those other policies. If any additional insured's coverage contains a self insured retention, deductible, or any similar provision requiring an additional insured to pay a portion of a loss prior to the additional insured's coverage responding, this coverage does not apply to such portion of loss on behalf of such additional insured.

2. FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE DAMAGE TO PREMISES YOU RENT

If **Damage To Premises Rented To You** under **Coverage A** is not otherwise excluded from this policy, the following applies:

A. The last paragraph of **2. Exclusions** of **Section I - Coverage A** is replaced by the following:

If **Damage To Premises Rented To You** is not otherwise excluded, **Exclusions c.** through **n.** do not apply to damage by fire, lightning, "explosion" or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.

B. Paragraph **6.** of **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the **Damage To Premises Rented To You Limit** shown in the Summary of Limits and Charges section of this policy is the most we will pay under **Coverage A** for damages because of "property damage" to premises rented to you or temporarily occupied by you with the permission of the owner arising out of any one fire, lightning, "explosion" or sprinkler leakage incident.

C. Paragraph **b.(1)(a)(ii)** of **Condition 4. Other Insurance (Section IV – Conditions)** is replaced by the following:

(ii) That is Fire, Lightning, Explosion or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with the permission of the owner;

D. Paragraph **9.a.** of the definition of "insured contract" in **Section V- Definitions** is replaced by the following:

9. "Insured contract" means:

a. A contract for the lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damages by fire, lightning, "explosion" or sprinkler leakage to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

E. The following definition is added to **Section V - Definitions**:

"Explosion" means a sudden release of expanding pressure accompanied by a noise, a bursting forth of material and evidence of the scattering of debris to locations further than would have resulted by gravity alone.

"Explosion" does not include any of the following:

- 1.** Artificially generated electrical current including electrical arcing that disturbs electrical devices, appliances or wires;
- 2.** Rupture or bursting of water pipes;
- 3.** Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control; or
- 4.** Rupture or bursting caused by centrifugal force.

3. NON-OWNED WATERCRAFT

Subparagraph **g.(2)** of Paragraph **2., Exclusions** of **Section I - Coverage A** is replaced by the following:

(2) A watercraft you do not own that is:

- (a)** Less than 51 feet long; and
- (b)** Not being used to carry persons or property for a charge;

4. SUPPLEMENTARY PAYMENTS

In the **Supplementary Payments - Coverages A and B** provision:

The limit for the cost of bail bonds in Paragraph **1.b.** is changed from \$250 to \$1000.

5. **PERSONAL AND ADVERTISING INJURY - ELECTRONIC PUBLICATION EXTENSION**

Paragraphs **14.b.**, **d.** and **e.** of **Section V - Definitions** are replaced by the following:

- b.** Malicious prosecution or abuse of process;
- d.** Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e.** Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

The following is added to Paragraph **14.** "Personal and Advertising Injury" of **Section V - Definitions**:

- h.** Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1)** Not done intentionally by or at the direction of:
 - (a)** An insured; or
 - (b)** Any "executive officer" director, stockholder, partner or member of the insured; and
 - (2)** Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

Subparagraphs **b.** and **c.** of 2., **Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability** are replaced by the following:

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication of material whose first publication took place before the beginning of the policy period;

6. **AGGREGATE LIMITS OF INSURANCE (PER LOCATION)**

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

7. **AGGREGATE LIMITS OF INSURANCE (PER PROJECT)**

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your projects away from premises owned by or rented to you.

8. VOLUNTARY PROPERTY DAMAGE COVERAGE

At your request, we will pay for "loss" to property of others caused by your business operations. The most we will pay for this coverage is \$500 each "occurrence." The "loss" must occur during the policy period. The "occurrence" must take place in the "coverage territory".

"Loss" means unintended damage or destruction. "Loss" does not mean disappearance, abstraction or theft.

This coverage does not apply to:

1. Damage arising out of the use of any "auto";
2. Property you own, occupy, rent or lease from others; or
3. Property on your premises for sale, service, repair or storage.

None of the other policy exclusions apply to this coverage.

If the policy to which this endorsement is attached is written with a property damage liability deductible, the deductible shall apply to Voluntary Property Damage. The limit of coverage stated above shall not be reduced by the amount of this deductible.

9. OFF PREMISES CARE, CUSTODY OR CONTROL COVERAGE

A. We will pay those sums that you become legally obligated to pay as damages because of "property damage" to personal property of others while in your or your "employees" care, custody or control or real property of others over which you or your "employees" are exercising physical control if the "property damage" arises out of your business operations. This Coverage is subject to sections **B.**, **C.**, **D.** and **E.** below.

B. Exclusions

This insurance shall not apply to:

1. "Property damage" of property at premises owned, rented, leased, operated or used by you;
2. "Property damage" of property while in transit;
3. The cost of repairing or replacing:
 - (a) Any of your work defectively or incorrectly done by you or by others on your behalf; or
 - (b) Any product manufactured, sold or supplied by you, unless the "property damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking; or
4. "Property damage" of property caused by or arising out of the "products-completed operations hazard".

C. Limits Of Insurance - The most we will pay for "property damage" under this **Section 9.** is \$5,000 for each "occurrence". The most we will pay for the sum of all damages covered under this **Section 9.** because of "property damage" is an annual aggregate limit of \$25,000.

The **Limits Of Insurance** provided under this **Section 9.** are inclusive of and not in addition to any other limits provided in the policy or endorsements attached to it.

D. Deductible - We will not pay for "property damage" in any one "occurrence" until the amount of "property damage" exceeds \$250. If the policy to which this endorsement is attached contains a "property damage" deductible, that deductible shall apply if it is greater than \$250.

E. In the event of "property damage" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

A. Paragraph 3. of **Section II - Who Is An Insured** is deleted and replaced by the following:

3. Any business entity acquired by you or incorporated or organized by you under the laws of any individual State of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no general liability insurance available to that entity. However:
 - a. Coverage under this provision applies only until the expiration of the policy period in which the entity was acquired or incorporated or organized by you.
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you.
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.
 - d. Records and descriptions of operations must be maintained by the first Named Insured and provided to us at the expiration of the policy term for determination of premium.

B. The last paragraph of **Section II - Who Is An Insured** is replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company or limited liability partnership. However, this provision does not apply to any such entity that is shown in this policy as a Named Insured or that qualifies for coverage as a newly formed or acquired organization in Paragraph 3. above.

11. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

A. The requirements in **Section IV - Conditions**, Paragraph 2.a., that you must see to it that we are notified of an "occurrence" applies only when the "occurrence" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member or manager, if you are a limited liability company;
4. An executive officer or designee, if you are a corporation;
5. A trustee, if you are a trust; or
6. A designee, if you are any other type of organization.

B. The requirements in **Section IV - Conditions** Paragraph 2.b. that you must see to it that we receive written notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member or manager if you are a limited liability company;
4. An executive officer or designee, if you are a corporation;
5. A trustee, if you are a trust; or
6. A designee, if you are any other type of organization.

Knowledge of an "occurrence," claim or "suit" by the agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an officer or designee shall have received notice from its agent, servant or "employee".

12. BODILY INJURY

Paragraph 3. of the definition of "bodily injury" in the **Section V - Definitions** is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

13. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

All other terms and conditions of your policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**GENERAL LIABILITY
MASTER PAK ®
FOR ARTISAN CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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1. **BLANKET ADDITIONAL INSURED** (Owners, Lessees, Contractors or Lessors)
(Includes a Primary/Non-Contributory provision)

- A. Who Is An Insured - Section II** is amended to include as an insured any person or organization you are required to name as an additional insured on this policy in a written contract or written agreement. The written contract or written agreement must be currently in effect or becoming effective during the term of this policy and executed prior to the "bodily injury," "property damage" or "personal and advertising injury."

The person or organization is only an additional insured with respect to liability:

1. Arising out of real property, as described in a written contract or written agreement, that you own, rent, lease or occupy; or
2. Caused in whole or in part by your ongoing operations performed for that insured.

- B. Who Is An Insured – Section II** also includes as an additional insured any person(s) or organization(s) whom you have agreed to add to your policy as insureds in a written contract or written agreement, but with whom you do not have a direct contractual relationship.

Such person or organization is an additional insured as respects to liability:

1. If the written contract or written agreement requires you add them to your insurance as insureds;
2. Due to your negligent act(s). No coverage applies for any liability due to negligence attributable to any person or entity other than the Named Insured; or
3. Caused by your ongoing operations performed under the written contract or written agreement in which you agreed to name such person or organization as an insured.

The insurance provided to any additional insured in Paragraph **A.** or **B.** above does not apply to:

1. **Coverage A - Bodily Injury And Property Damage Liability, Coverage B - Personal And Advertising Injury Liability** or defense coverage under the **Supplementary Payments** arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) were performed by or on behalf of the additional insured(s) at the site where the covered operations have been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

- C.** The limits of insurance applicable to an additional insured in Paragraphs **1.A** or **1.B** above are those specified in a written contract or written agreement or the Limits of Insurance as stated in the Declarations of this policy and defined in **Section III – Limits of Insurance**, whichever is less. These limits are inclusive of and not in addition to the Limits of Insurance available under this policy.

D. As respects the coverage provided to any additional insured under this endorsement, **Section IV- Conditions** is amended as follows:

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a.** Give written notice of an "occurrence" or an offense, that may result in a claim or "suit" under this insurance to us;
- b.** Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c.** Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

2. The following is added to **Condition 3. Legal Action Against Us**:

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

3. The following is added to Paragraph **a.**, **Primary Insurance** of **Condition 4. Other Insurance**:

If the additional insured's policy has an Other Insurance provision making its policy excess, and a Named Insured has agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

4. The following is added to Paragraph **b.**, **Excess Insurance** of **Condition 4. Other Insurance**:

Except as provided in Paragraph **4.a.** Primary Insurance as amended above, any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis. In the event an additional insured has other coverage available for an "occurrence" by virtue of also being an additional insured on other policies, this insurance is excess over those other policies. If any additional insured's coverage contains a self insured retention, deductible, or any similar provision requiring an additional insured to pay a portion of a loss prior to the additional insured's coverage responding, this coverage does not apply to such portion of loss on behalf of such additional insured.

2. FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE DAMAGE TO PREMISES YOU RENT

If **Damage To Premises Rented To You** under **Coverage A** is not otherwise excluded from this policy, the following applies:

A. The last paragraph of **2. Exclusions** of **Section I - Coverage A** is replaced by the following:

If **Damage To Premises Rented To You** is not otherwise excluded, **Exclusions c.** through **n.** do not apply to damage by fire, lightning, "explosion" or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.

B. Paragraph **6.** of **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the **Damage To Premises Rented To You Limit** shown in the Summary of Limits and Charges section of this policy is the most we will pay under **Coverage A** for damages because of "property damage" to premises rented to you or temporarily occupied by you with the permission of the owner arising out of any one fire, lightning, "explosion" or sprinkler leakage incident.

C. Paragraph **b.(1)(a)(ii)** of **Condition 4. Other Insurance (Section IV – Conditions)** is replaced by the following:

(ii) That is Fire, Lightning, Explosion or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with the permission of the owner;

D. Paragraph **9.a.** of the definition of "insured contract" in **Section V- Definitions** is replaced by the following:

9. "Insured contract" means:

a. A contract for the lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damages by fire, lightning, "explosion" or sprinkler leakage to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

E. The following definition is added to **Section V - Definitions**:

"Explosion" means a sudden release of expanding pressure accompanied by a noise, a bursting forth of material and evidence of the scattering of debris to locations further than would have resulted by gravity alone.

"Explosion" does not include any of the following:

- 1.** Artificially generated electrical current including electrical arcing that disturbs electrical devices, appliances or wires;
- 2.** Rupture or bursting of water pipes;
- 3.** Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control; or
- 4.** Rupture or bursting caused by centrifugal force.

3. NON-OWNED WATERCRAFT

Subparagraph **g.(2)** of Paragraph **2., Exclusions** of **Section I - Coverage A** is replaced by the following:

(2) A watercraft you do not own that is:

- (a)** Less than 51 feet long; and
- (b)** Not being used to carry persons or property for a charge;

4. SUPPLEMENTARY PAYMENTS

In the **Supplementary Payments - Coverages A and B** provision:

The limit for the cost of bail bonds in Paragraph **1.b.** is changed from \$250 to \$1000.

5. **PERSONAL AND ADVERTISING INJURY - ELECTRONIC PUBLICATION EXTENSION**

Paragraphs **14.b.**, **d.** and **e.** of **Section V - Definitions** are replaced by the following:

- b.** Malicious prosecution or abuse of process;
- d.** Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e.** Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

The following is added to Paragraph **14.** "Personal and Advertising Injury" of **Section V - Definitions**:

- h.** Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1)** Not done intentionally by or at the direction of:
 - (a)** An insured; or
 - (b)** Any "executive officer" director, stockholder, partner or member of the insured; and
 - (2)** Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

Subparagraphs **b.** and **c.** of 2., **Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability** are replaced by the following:

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication of material whose first publication took place before the beginning of the policy period;

6. **AGGREGATE LIMITS OF INSURANCE (PER LOCATION)**

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

7. **AGGREGATE LIMITS OF INSURANCE (PER PROJECT)**

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your projects away from premises owned by or rented to you.

8. VOLUNTARY PROPERTY DAMAGE COVERAGE

At your request, we will pay for "loss" to property of others caused by your business operations. The most we will pay for this coverage is \$500 each "occurrence." The "loss" must occur during the policy period. The "occurrence" must take place in the "coverage territory".

"Loss" means unintended damage or destruction. "Loss" does not mean disappearance, abstraction or theft.

This coverage does not apply to:

1. Damage arising out of the use of any "auto";
2. Property you own, occupy, rent or lease from others; or
3. Property on your premises for sale, service, repair or storage.

None of the other policy exclusions apply to this coverage.

If the policy to which this endorsement is attached is written with a property damage liability deductible, the deductible shall apply to Voluntary Property Damage. The limit of coverage stated above shall not be reduced by the amount of this deductible.

9. OFF PREMISES CARE, CUSTODY OR CONTROL COVERAGE

A. We will pay those sums that you become legally obligated to pay as damages because of "property damage" to personal property of others while in your or your "employees" care, custody or control or real property of others over which you or your "employees" are exercising physical control if the "property damage" arises out of your business operations. This Coverage is subject to sections **B.**, **C.**, **D.** and **E.** below.

B. Exclusions

This insurance shall not apply to:

1. "Property damage" of property at premises owned, rented, leased, operated or used by you;
2. "Property damage" of property while in transit;
3. The cost of repairing or replacing:
 - (a) Any of your work defectively or incorrectly done by you or by others on your behalf; or
 - (b) Any product manufactured, sold or supplied by you, unless the "property damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking; or
4. "Property damage" of property caused by or arising out of the "products-completed operations hazard".

C. Limits Of Insurance - The most we will pay for "property damage" under this **Section 9.** is \$25,000 for each "occurrence". The most we will pay for the sum of all damages covered under this **Section 9.** because of "property damage" is an annual aggregate limit of \$25,000.

The **Limits Of Insurance** provided under this **Section 9.** are inclusive of and not in addition to any other limits provided in the policy or endorsements attached to it.

D. Deductible - We will not pay for "property damage" in any one "occurrence" until the amount of "property damage" exceeds \$250. If the policy to which this endorsement is attached contains a "property damage" deductible, that deductible shall apply if it is greater than \$250.

E. In the event of "property damage" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

A. Paragraph 3. of **Section II - Who Is An Insured** is deleted and replaced by the following:

3. Any business entity acquired by you or incorporated or organized by you under the laws of any individual State of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no general liability insurance available to that entity. However:
 - a. Coverage under this provision applies only until the expiration of the policy period in which the entity was acquired or incorporated or organized by you.
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you.
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.
 - d. Records and descriptions of operations must be maintained by the first Named Insured and provided to us at the expiration of the policy term for determination of premium.

B. The last paragraph of **Section II - Who Is An Insured** is replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company or limited liability partnership. However, this provision does not apply to any such entity that is shown in this policy as a Named Insured or that qualifies for coverage as a newly formed or acquired organization in Paragraph 3. above.

11. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

A. The requirements in **Section IV - Conditions**, Paragraph 2.a., that you must see to it that we are notified of an "occurrence" applies only when the "occurrence" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member or manager, if you are a limited liability company;
4. An executive officer or designee, if you are a corporation;
5. A trustee, if you are a trust; or
6. A designee, if you are any other type of organization.

B. The requirements in **Section IV - Conditions** Paragraph 2.b. that you must see to it that we receive written notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member or manager if you are a limited liability company;
4. An executive officer or designee, if you are a corporation;
5. A trustee, if you are a trust; or
6. A designee, if you are any other type of organization.

Knowledge of an "occurrence," claim or "suit" by the agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an officer or designee shall have received notice from its agent, servant or "employee".

12. BODILY INJURY

Paragraph 3. of the definition of "bodily injury" in the **Section V - Definitions** is replaced by the following:

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

13. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

14. MEDICAL PAYMENTS

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Expense Limit provided by this policy shall be the greater of:

- A. \$10,000; or
- B. The amount shown in the Declarations.

15. CONTRACTORS AMENDMENT OF POLLUTION EXCLUSION (JOB SITES)

The following is added to Subparagraph **f.(1)(d)** of Paragraph 2., **Exclusion f. of Section I**:

- (iv) "Bodily injury" or "property damage" to tangible property sustained outside a building and caused by the release of "pollutants" brought to any premises, site or location in connection with operations being performed by you or on your behalf by a contractor or subcontractor.

As used in this endorsement, the release of "pollutants":

- (aa) Begins on a clearly identifiable specific day during the policy period and ends in its entirety not later than seventy-two (72) hours thereafter;
- (bb) Is discovered and reported to us within fifteen (15) days of the specific day it begins;
- (cc) Is neither expected nor intended from the standpoint of any insured;
- (dd) Is unrelated to any previous discharge, dispersal, seepage, migration, release or escape; and
- (ee) Does not originate at or from a storage tank or other container, duct or piping which is below the surface of the ground or water or which at any time has been buried under the surface of the ground or water and then is subsequently exposed by erosion, excavation or any other means.

As used in this endorsement, tangible property does not include water or land, which is below ground level or not.

Coverage provided hereunder does not apply to any discharge, dispersal, seepage, migration, release or escape that is merely threatened or alleged rather than shown to have actually occurred.

All other terms and conditions of your policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**GENERAL LIABILITY
MASTER PAK PLUS®
FOR CONSTRUCTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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1. **BLANKET ADDITIONAL INSURED** (Owners, Lessees, Contractors or Lessors)
(Includes a Primary/Non-Contributory provision)

- A. Who Is An Insured - Section II** is amended to include as an insured any person or organization you are required to name as an additional insured on this policy in a written contract or written agreement. The written contract or written agreement must be currently in effect or becoming effective during the term of this policy and executed prior to the "bodily injury," "property damage" or "personal and advertising injury."

The person or organization is only an additional insured with respect to liability:

1. Arising out of real property, as described in a written contract or written agreement, that you own, rent, lease or occupy; or
2. Caused in whole or in part by your ongoing operations performed for that insured.

- B. Who Is An Insured – Section II** also includes as an additional insured any person(s) or organization(s) whom you have agreed to add to your policy as insureds in a written contract or written agreement, but with whom you do not have a direct contractual relationship.

Such person or organization is an additional insured as respects to liability:

1. If the written contract or written agreement requires you add them to your insurance as insureds;
2. Due to your negligent act(s). No coverage applies for any liability due to negligence attributable to any person or entity other than the Named Insured; or
3. Caused by your ongoing operations performed under the written contract or written agreement in which you agreed to name such person or organization as an insured.

The insurance provided to any additional insured in Paragraph **A.** or **B.** above does not apply to:

1. **Coverage A - Bodily Injury And Property Damage Liability, Coverage B - Personal And Advertising Injury Liability** or defense coverage under the **Supplementary Payments** arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) were performed by or on behalf of the additional insured(s) at the site where the covered operations have been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

- C.** The limits of insurance applicable to an additional insured in Paragraphs **1.A** or **1.B** above are those specified in a written contract or written agreement or the Limits of Insurance as stated in the Declarations of this policy and defined in **Section III – Limits of Insurance**, whichever is less. These limits are inclusive of and not in addition to the Limits of Insurance available under this policy.

D. As respects the coverage provided to any additional insured under this endorsement, **Section IV- Conditions** is amended as follows:

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a.** Give written notice of an "occurrence" or an offense, that may result in a claim or "suit" under this insurance to us;
- b.** Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c.** Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

2. The following is added to **Condition 3. Legal Action Against Us**:

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

3. The following is added to Paragraph **a.**, **Primary Insurance** of **Condition 4. Other Insurance**:

If the additional insured's policy has an Other Insurance provision making its policy excess, and a Named Insured has agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

4. The following is added to Paragraph **b.**, **Excess Insurance** of **Condition 4. Other Insurance**:

Except as provided in Paragraph **4.a.** Primary Insurance as amended above, any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis. In the event an additional insured has other coverage available for an "occurrence" by virtue of also being an additional insured on other policies, this insurance is excess over those other policies. If any additional insured's coverage contains a self insured retention, deductible, or any similar provision requiring an additional insured to pay a portion of a loss prior to the additional insured's coverage responding, this coverage does not apply to such portion of loss on behalf of such additional insured.

2. FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE DAMAGE TO PREMISES YOU RENT

If **Damage To Premises Rented To You** under **Coverage A** is not otherwise excluded from this policy, the following applies:

A. The last paragraph of **2. Exclusions** of **Section I - Coverage A** is replaced by the following:

If **Damage To Premises Rented To You** is not otherwise excluded, **Exclusions c.** through **n.** do not apply to damage by fire, lightning, "explosion" or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.

B. Paragraph 6. of **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the higher of \$300,000 or the **Damage To Premises Rented To You Limit** shown in the Summary of Limits and Charges section of this policy is the most we will pay under **Coverage A** for damages because of "property damage" to premises rented to you or temporarily occupied by you with the permission of the owner arising out of any one fire, lightning, "explosion" or sprinkler leakage incident.

C. Paragraph b.(1)(a)(ii) of **Condition 4. Other Insurance (Section IV – Conditions)** is replaced by the following:

(ii) That is Fire, Lightning, Explosion or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with the permission of the owner;

D. Paragraph 9.a. of the definition of "insured contract" in **Section V- Definitions** is replaced by the following:

9. "Insured contract" means:

a. A contract for the lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damages by fire, lightning, "explosion" or sprinkler leakage to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

E. The following definition is added to **Section V - Definitions**:

"Explosion" means a sudden release of expanding pressure accompanied by a noise, a bursting forth of material and evidence of the scattering of debris to locations further than would have resulted by gravity alone.

"Explosion" does not include any of the following:

1. Artificially generated electrical current including electrical arcing that disturbs electrical devices, appliances or wires;
2. Rupture or bursting of water pipes;
3. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control; or
4. Rupture or bursting caused by centrifugal force.

3. **NON-OWNED WATERCRAFT**

Subparagraph g.(2) of Paragraph 2., **Exclusions** of **Section I - Coverage A** is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

4. **SUPPLEMENTARY PAYMENTS**

In the **Supplementary Payments - Coverages A and B** provision:

The limit for the cost of bail bonds in Paragraph 1.b. is changed from \$250 to \$1000.

5. PERSONAL AND ADVERTISING INJURY - ELECTRONIC PUBLICATION EXTENSION

Paragraphs **14.b.**, **d.** and **e.** of **Section V - Definitions** are replaced by the following:

- b.** Malicious prosecution or abuse of process;
- d.** Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e.** Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

The following is added to Paragraph **14.** "Personal and Advertising Injury" of **Section V - Definitions**:

- h.** Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1)** Not done intentionally by or at the direction of:
 - (a)** An insured; or
 - (b)** Any "executive officer" director, stockholder, partner or member of the insured; and
 - (2)** Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

Subparagraphs **b.** and **c.** of 2., **Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability** are replaced by the following:

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication of material whose first publication took place before the beginning of the policy period;

6. AGGREGATE LIMITS OF INSURANCE (PER LOCATION)

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

7. AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your projects away from premises owned by or rented to you.

8. VOLUNTARY PROPERTY DAMAGE COVERAGE

At your request, we will pay for "loss" to property of others caused by your business operations. The most we will pay for this coverage is \$500 each "occurrence." The "loss" must occur during the policy period. The "occurrence" must take place in the "coverage territory".

"Loss" means unintended damage or destruction. "Loss" does not mean disappearance, abstraction or theft.

This coverage does not apply to:

1. Damage arising out of the use of any "auto";
2. Property you own, occupy, rent or lease from others; or
3. Property on your premises for sale, service, repair or storage.

None of the other policy exclusions apply to this coverage.

If the policy to which this endorsement is attached is written with a property damage liability deductible, the deductible shall apply to Voluntary Property Damage. The limit of coverage stated above shall not be reduced by the amount of this deductible.

9. OFF PREMISES CARE, CUSTODY OR CONTROL COVERAGE

A. We will pay those sums that you become legally obligated to pay as damages because of "property damage" to personal property of others while in your or your "employees" care, custody or control or real property of others over which you or your "employees" are exercising physical control if the "property damage" arises out of your business operations. This Coverage is subject to sections **B.**, **C.**, **D.** and **E.** below.

B. Exclusions

This insurance shall not apply to:

1. "Property damage" of property at premises owned, rented, leased, operated or used by you;
2. "Property damage" of property while in transit;
3. The cost of repairing or replacing:
 - (a) Any of your work defectively or incorrectly done by you or by others on your behalf; or
 - (b) Any product manufactured, sold or supplied by you, unless the "property damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking; or
4. "Property damage" of property caused by or arising out of the "products-completed operations hazard".

C. Limits Of Insurance - The most we will pay for "property damage" under this **Section 9.** is \$25,000 for each "occurrence". The most we will pay for the sum of all damages covered under this **Section 9.** because of "property damage" is an annual aggregate limit of \$25,000.

The **Limits Of Insurance** provided under this **Section 9.** are inclusive of and not in addition to any other limits provided in the policy or endorsements attached to it.

D. Deductible - We will not pay for "property damage" in any one "occurrence" until the amount of "property damage" exceeds \$250. If the policy to which this endorsement is attached contains a "property damage" deductible, that deductible shall apply if it is greater than \$250.

E. In the event of "property damage" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

A. Paragraph 3. of **Section II - Who Is An Insured** is deleted and replaced by the following:

- 3.** Any business entity acquired by you or incorporated or organized by you under the laws of any individual State of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no general liability insurance available to that entity. However:
 - a.** Coverage under this provision applies only until the expiration of the policy period in which the entity was acquired or incorporated or organized by you.
 - b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you.
 - c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.
 - d.** Records and descriptions of operations must be maintained by the first Named Insured and provided to us at the expiration of the policy term for determination of premium.

B. The last paragraph of **Section II - Who Is An Insured** is replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company or limited liability partnership. However, this provision does not apply to any such entity that is shown in this policy as a Named Insured or that qualifies for coverage as a newly formed or acquired organization in Paragraph 3. above.

11. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

A. The requirements in **Section IV - Conditions**, Paragraph 2.a., that you must see to it that we are notified of an "occurrence" applies only when the "occurrence" is known to:

- 1.** You, if you are an individual;
- 2.** A partner, if you are a partnership;
- 3.** A member or manager, if you are a limited liability company;
- 4.** An executive officer or designee, if you are a corporation;
- 5.** A trustee, if you are a trust; or
- 6.** A designee, if you are any other type of organization.

B. The requirements in **Section IV - Conditions** Paragraph 2.b. that you must see to it that we receive written notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- 1.** You, if you are an individual;
- 2.** A partner, if you are a partnership;
- 3.** A member or manager if you are a limited liability company;
- 4.** An executive officer or designee, if you are a corporation;
- 5.** A trustee, if you are a trust; or
- 6.** A designee, if you are any other type of organization.

Knowledge of an "occurrence," claim or "suit" by the agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an officer or designee shall have received notice from its agent, servant or "employee".

12. BODILY INJURY

Paragraph 3. of the definition of "bodily injury" in the **Section V - Definitions** is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

13. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

14. MEDICAL PAYMENTS

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Expense Limit provided by this policy shall be the greater of:

- A. \$10,000; or
- B. The amount shown in the Declarations.

15. BROAD NAMED INSURED

Paragraph 2.a.(1)(d) of **Section II - Who Is An Insured** is replaced by the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to nurses, emergency medical technicians or paramedics who are employed by you to provide medical or paramedical services to your employees.

16. BROADENED MOBILE EQUIPMENT

Paragraph 12.f.(1) of **Section V - Definitions** is replaced by the following:

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning provided that vehicles have a Gross Vehicle Weight of 1,000 pounds or greater;

17. INCIDENTAL MALPRACTICE LIABILITY

Paragraph 3. of **Section V - Definitions** is replaced by the following:

3. "Bodily injury" means bodily injury, sickness, disease or "incidental medical malpractice" sustained by a person, including mental anguish or death resulting from any of these at any time.

The following is added to **Section V - Definitions**:

23. "Incidental medical malpractice" means injury arising out of the negligent rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services to your employees, provided you are not engaged in the business or occupation of providing any services referred to in this definition.

18. NON-OWNED AIRCRAFT

The following is added to Subparagraph **g.** of **2., Exclusions** of **Section I - Coverage A Bodily Injury And Property Damage Liability**:

- (6)** An aircraft with a paid crew, that is hired, chartered or loaned but is not owned by any insured.

19. PROPERTY DAMAGE - ELEVATORS

The following is added to Subparagraph **j.** of **2., Exclusions** of **Section I - Coverage A Bodily Injury And Property Damage Liability**:

- Paragraphs **(3)** and **(4)** of this exclusion do not apply to damages that result from the use of elevators.

All other terms and conditions of your policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**GENERAL LIABILITY
MASTER PAK PLUS®
FOR MANUFACTURERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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1. **BLANKET ADDITIONAL INSURED** (Owners, Lessees, Contractors or Lessors)
(Includes a Primary/Non-Contributory provision)

- A. Who Is An Insured - Section II** is amended to include as an insured any person or organization you are required to name as an additional insured on this policy in a written contract or written agreement. The written contract or written agreement must be currently in effect or becoming effective during the term of this policy and executed prior to the "bodily injury," "property damage" or "personal and advertising injury."

The person or organization is only an additional insured with respect to liability:

1. Arising out of real property, as described in a written contract or written agreement, that you own, rent, lease or occupy; or
2. Caused in whole or in part by your ongoing operations performed for that insured.

- B. Who Is An Insured – Section II** also includes as an additional insured any person(s) or organization(s) whom you have agreed to add to your policy as insureds in a written contract or written agreement, but with whom you do not have a direct contractual relationship.

Such person or organization is an additional insured as respects to liability:

1. If the written contract or written agreement requires you add them to your insurance as insureds;
2. Due to your negligent act(s). No coverage applies for any liability due to negligence attributable to any person or entity other than the Named Insured; or
3. Caused by your ongoing operations performed under the written contract or written agreement in which you agreed to name such person or organization as an insured.

The insurance provided to any additional insured in Paragraph **A.** or **B.** above does not apply to:

1. **Coverage A - Bodily Injury And Property Damage Liability, Coverage B - Personal And Advertising Injury Liability** or defense coverage under the **Supplementary Payments** arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) were performed by or on behalf of the additional insured(s) at the site where the covered operations have been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

- C.** The limits of insurance applicable to an additional insured in Paragraphs **1.A** or **1.B** above are those specified in a written contract or written agreement or the Limits of Insurance as stated in the Declarations of this policy and defined in **Section III – Limits of Insurance**, whichever is less. These limits are inclusive of and not in addition to the Limits of Insurance available under this policy.

D. As respects the coverage provided to any additional insured under this endorsement, **Section IV- Conditions** is amended as follows:

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a.** Give written notice of an "occurrence" or an offense, that may result in a claim or "suit" under this insurance to us;
- b.** Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c.** Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

2. The following is added to **Condition 3. Legal Action Against Us**:

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

3. The following is added to Paragraph **a.**, **Primary Insurance** of **Condition 4. Other Insurance**:

If the additional insured's policy has an Other Insurance provision making its policy excess, and a Named Insured has agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

4. The following is added to Paragraph **b.**, **Excess Insurance** of **Condition 4. Other Insurance**:

Except as provided in Paragraph **4.a.** Primary Insurance as amended above, any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis. In the event an additional insured has other coverage available for an "occurrence" by virtue of also being an additional insured on other policies, this insurance is excess over those other policies. If any additional insured's coverage contains a self insured retention, deductible, or any similar provision requiring an additional insured to pay a portion of a loss prior to the additional insured's coverage responding, this coverage does not apply to such portion of loss on behalf of such additional insured.

2. FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE DAMAGE TO PREMISES YOU RENT

If **Damage To Premises Rented To You** under **Coverage A** is not otherwise excluded from this policy, the following applies:

A. The last paragraph of **2. Exclusions** of **Section I - Coverage A** is replaced by the following:

If **Damage To Premises Rented To You** is not otherwise excluded, **Exclusions c.** through **n.** do not apply to damage by fire, lightning, "explosion" or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.

B. Paragraph 6. of **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the higher of \$300,00 or the **Damage To Premises Rented To You Limit** shown in the Summary of Limits and Charges section of this policy is the most we will pay under **Coverage A** for damages because of "property damage" to premises rented to you or temporarily occupied by you with the permission of the owner arising out of any one fire, lightning, "explosion" or sprinkler leakage incident.

C. Paragraph b.(1)(a)(ii) of **Condition 4. Other Insurance (Section IV – Conditions)** is replaced by the following:

(ii) That is Fire, Lightning, Explosion or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with the permission of the owner;

D. Paragraph 9.a. of the definition of "insured contract" in **Section V- Definitions** is replaced by the following:

9. "Insured contract" means:

a. A contract for the lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damages by fire, lightning, "explosion" or sprinkler leakage to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

E. The following definition is added to **Section V - Definitions**:

"Explosion" means a sudden release of expanding pressure accompanied by a noise, a bursting forth of material and evidence of the scattering of debris to locations further than would have resulted by gravity alone.

"Explosion" does not include any of the following:

1. Artificially generated electrical current including electrical arcing that disturbs electrical devices, appliances or wires;
2. Rupture or bursting of water pipes;
3. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control; or
4. Rupture or bursting caused by centrifugal force.

3. **NON-OWNED WATERCRAFT**

Subparagraph g.(2) of Paragraph 2., **Exclusions** of **Section I - Coverage A** is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

4. **SUPPLEMENTARY PAYMENTS**

In the **Supplementary Payments - Coverages A and B** provision:

The limit for the cost of bail bonds in Paragraph 1.b. is changed from \$250 to \$1000.

5. **PERSONAL AND ADVERTISING INJURY - ELECTRONIC PUBLICATION EXTENSION**

Paragraphs **14.b., d. and e.** of **Section V - Definitions** are replaced by the following:

- b.** Malicious prosecution or abuse of process;
- d.** Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e.** Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

The following is added to Paragraph **14. "Personal and Advertising Injury"** of **Section V - Definitions**:

- h.** Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1)** Not done intentionally by or at the direction of:
 - (a)** An insured; or
 - (b)** Any "executive officer" director, stockholder, partner or member of the insured; and
 - (2)** Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

Subparagraphs **b. and c.** of 2., **Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability** are replaced by the following:

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication of material whose first publication took place before the beginning of the policy period;

Subparagraph **e.** of 2., **Exclusions of Section I - Coverage B Personal And Advertising Injury Liability** is deleted.

6. **AGGREGATE LIMITS OF INSURANCE (PER LOCATION)**

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

7. **AGGREGATE LIMITS OF INSURANCE (PER PROJECT)**

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your projects away from premises owned by or rented to you.

8. VOLUNTARY PROPERTY DAMAGE COVERAGE

At your request, we will pay for "loss" to property of others caused by your business operations. The most we will pay for this coverage is \$500 each "occurrence." The "loss" must occur during the policy period. The "occurrence" must take place in the "coverage territory".

"Loss" means unintended damage or destruction. "Loss" does not mean disappearance, abstraction or theft.

This coverage does not apply to:

1. Damage arising out of the use of any "auto";
2. Property you own, occupy, rent or lease from others; or
3. Property on your premises for sale, service, repair or storage.

None of the other policy exclusions apply to this coverage.

If the policy to which this endorsement is attached is written with a property damage liability deductible, the deductible shall apply to Voluntary Property Damage. The limit of coverage stated above shall not be reduced by the amount of this deductible.

9. OFF PREMISES CARE, CUSTODY OR CONTROL COVERAGE

A. We will pay those sums that you become legally obligated to pay as damages because of "property damage" to personal property of others while in your or your "employees" care, custody or control or real property of others over which you or your "employees" are exercising physical control if the "property damage" arises out of your business operations. This Coverage is subject to sections **B.**, **C.**, **D.** and **E.** below.

B. Exclusions

This insurance shall not apply to:

1. "Property damage" of property at premises owned, rented, leased, operated or used by you;
2. "Property damage" of property while in transit;
3. The cost of repairing or replacing:
 - (a) Any of your work defectively or incorrectly done by you or by others on your behalf; or
 - (b) Any product manufactured, sold or supplied by you, unless the "property damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking; or
4. "Property damage" of property caused by or arising out of the "products-completed operations hazard".

C. Limits Of Insurance - The most we will pay for "property damage" under this **Section 9.** is \$5,000 for each "occurrence". The most we will pay for the sum of all damages covered under this **Section 9.** because of "property damage" is an annual aggregate limit of \$25,000.

The **Limits Of Insurance** provided under this **Section 9.** are inclusive of and not in addition to any other limits provided in the policy or endorsements attached to it.

D. Deductible - We will not pay for "property damage" in any one "occurrence" until the amount of "property damage" exceeds \$250. If the policy to which this endorsement is attached contains a "property damage" deductible, that deductible shall apply if it is greater than \$250.

E. In the event of "property damage" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

A. Paragraph 3. of **Section II - Who Is An Insured** is deleted and replaced by the following:

3. Any business entity acquired by you or incorporated or organized by you under the laws of any individual State of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no general liability insurance available to that entity. However:
 - a. Coverage under this provision applies only until the expiration of the policy period in which the entity was acquired or incorporated or organized by you.
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you.
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.
 - d. Records and descriptions of operations must be maintained by the first Named Insured and provided to us at the expiration of the policy term for determination of premium.

B. The last paragraph of **Section II - Who Is An Insured** is replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company or limited liability partnership. However, this provision does not apply to any such entity that is shown in this policy as a Named Insured or that qualifies for coverage as a newly formed or acquired organization in Paragraph 3. above.

11. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

A. The requirements in **Section IV - Conditions**, Paragraph 2.a., that you must see to it that we are notified of an "occurrence" applies only when the "occurrence" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member or manager, if you are a limited liability company;
4. An executive officer or designee, if you are a corporation;
5. A trustee, if you are a trust; or
6. A designee, if you are any other type of organization.

B. The requirements in **Section IV - Conditions** Paragraph 2.b. that you must see to it that we receive written notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member or manager if you are a limited liability company;
4. An executive officer or designee, if you are a corporation;
5. A trustee, if you are a trust; or
6. A designee, if you are any other type of organization.

Knowledge of an "occurrence," claim or "suit" by the agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an officer or designee shall have received notice from its agent, servant or "employee".

12. BODILY INJURY

Paragraph 3. of the definition of "bodily injury" in the **Section V - Definitions** is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

13. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

14. MEDICAL PAYMENTS

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Expense Limit provided by this policy shall be the greater of:

- A. \$10,000; or
- B. The amount shown in the Declarations.

15. BROAD NAMED INSURED

Paragraph 2.a.(1)(d) of **Section II - Who Is An Insured** is replaced by the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to nurses, emergency medical technicians or paramedics who are employed by you to provide medical or paramedical services to your employees.

16. BROADENED MOBILE EQUIPMENT

Paragraph 12.f.(1) of **Section V - Definitions** is replaced by the following:

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning provided that vehicles have a Gross Vehicle Weight of 1,000 pounds or greater;

17. INCIDENTAL MALPRACTICE LIABILITY

Paragraph 3. of **Section V - Definitions** is replaced by the following:

3. "Bodily injury" means bodily injury, sickness, disease or "incidental medical malpractice" sustained by a person, including mental anguish or death resulting from any of these at any time.

The following is added to **Section V - Definitions**:

23. "Incidental medical malpractice" means injury arising out of the negligent rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services to your employees, provided you are not engaged in the business or occupation of providing any services referred to in this definition.

18. NON-OWNED AIRCRAFT

The following is added to Subparagraph **g.** of **2., Exclusions** of **Section I - Coverage A Bodily Injury And Property Damage Liability**:

- (6) An aircraft with a paid crew, that is hired, chartered or loaned but is not owned by any insured.

19. PROPERTY DAMAGE - ELEVATORS

The following is added to Subparagraph **j.** of **2., Exclusions** of **Section I - Coverage A Bodily Injury And Property Damage Liability**:

- Paragraphs **(3)** and **(4)** of this exclusion do not apply to damages that result from the use of elevators.

All other terms and conditions of your policy remain unchanged.

EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a named insured under this policy. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VII - Definitions.

SECTION I - COVERAGE EMPLOYEE BENEFITS LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any negligent act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of a negligent act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS.

- b. This insurance applies to loss only if:

- (1) The negligent act, error or omission is committed in the "administration" of your "employee benefit program";
- (2) The negligent act, error or omission did not occur before the Retroactive Date, if any, shown in the Declarations nor after the end of the policy period; and
- (3) A "claim" for damages because of a negligent act, error or omission is first made against any insured, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under Section VI - Extended Reporting Periods.

- c. A "claim" by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such "claims" is received and recorded by any insured or by us, whichever comes first; or
- (2) When we made settlement in accordance with Paragraph 1.a. above.

- d. All "claims" for damages because of any negligent act, error or omission causing loss to a given "employee", including damages claimed by such "employee's" dependent and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

- a. Damages arising out of any dishonest, fraudulent, criminal or malicious act committed by any insured;
- b. "Bodily injury", "property damage" or "personal and advertising injury";
- c. Any "claim" for failure of performance of contract or negligence by any insurer or health maintenance organization, including financial failure or insolvency of an "employee benefits program";
- d. Any "claim" based on your failure to comply with the mandatory provision of any law concerning workers compensation, unemployment insurance, social security or disability benefits;
- e. Any "claim" based on failure of stock, other investment, savings or insurance plans to perform as represented by any insured;
- f. Any "claim" based on advice given by any insured to participate or not to participate in stock subscription plans other investment, savings or insurance plans;
- g. Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974 (ERISA) as now or hereafter amended;
- h. Loss arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program";
- i. Any "claim" for benefits to the extent that such benefits are available with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance; or
- j. Any "claim" alleging discrimination.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any "claim" we investigate or settle or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit" including actual loss of earnings up to \$250 a day because of time off from work.
- d. All court costs taxed against the insured in the "suit". However these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- e. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insured, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:
 - a. Your "employees" authorized to administer your "employee benefits program."
 - b. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - b. Coverage does not apply to any negligent act, error or omission that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or "suits" brought;
 - c. Persons or organizations making "claims" or bringing "suits";
 - d. Negligent acts, error or omissions which result in loss; or
 - e. Benefits included in your "employee benefit program."
2. The Aggregate Limit is the most we will pay for sum of all damages because of negligent acts, errors or omission committed in the "administration" of your "employee benefit program".
3. Subject to 2. above the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - a. A negligent act, error or omission; or
 - b. A series of negligent acts, errors or omissionscommitted in the "administration" of your "employee benefit program".

However, the amount paid under this coverage part shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - DEDUCTIBLE

1. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of any deductible amount stated in the Declarations.
2. The Limits of Insurance applicable to each claim for such coverage will be reduced by the amount of such deductible. However, the Aggregate Limit will not be reduced by the application of the deductible amount.

3. The terms of this insurance, including those with respect to:
 - a. Our right and duty to defend the insured against any "suits" seeking those damages; and
 - b. Your duties in the event of an "employee benefit incident", "claim" or "suit" apply irrespective of the application of the deductible amount.
4. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

SECTION V - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of A Negligent Act, Error Or Omission, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of any negligent act, error or omission which may result in a "claim". To the extent possible, notice should include:
 - (1) What the negligent act, error, or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the negligent act, error or omission.
- b. If a "claim" is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the "claim" and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the "claim" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or a "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the "claim" or a "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of a negligent act error or omission to which this insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to "employee benefit incident" on other than a claims-made basis, if:

- (1) No Retroactive Date is shown in the Declarations of this insurance; or
- (2) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance;

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

10. Your Right To Claim Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding Employee Benefit Liability Claims-Made Coverage Part we have issued to you during the previous three years:

- a. A list or other record of each negligent act, error or omission to which this insurance applies, not previously reported to any other insurer, of which we were notified in accordance with Paragraph 2.a. of this Section. We will include the date and brief description of the negligent act, error or omission if that information was in the notice we received.
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

If we cancel or elect not to renew this Coverage Part, we will provide such information no later than 30 days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured within 60 days after the end of the policy period. In this case, we will provide this information within 45 days of receipt of the request.

We compile claims information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or non-renewal will be effective even if we inadvertently provide inaccurate information.

SECTION VI - EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:

- a. This Coverage Part is canceled or not renewed; or
- b. We renew or replace this Coverage Part with insurance that has a Retroactive Date later than the date shown in the Declarations of this Coverage Part.

2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" for a negligent act, error or omission that occurs before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect, Extended Reporting Periods may not be canceled.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:
 - a. Five years with respect to "claims" arising out of a negligent act, error or omission reported to us, not later than 60 days after the end of the policy period, in accordance with Paragraph 2.a. of the Section V - Duties In The Event Of a Negligent Act, Error or Omission, Claim Or Suit Condition;
 - b. Sixty days for all other "claims".
The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims."
4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
5. A Supplemental Extended Reporting Period of five years is available, for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in Paragraph 3. above, ends.
You must give us a written request for the Supplemental Extended Reporting Period within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this Coverage Part for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this Coverage Part.

Any insurance afforded for "claims" first received during the Supplemental Extended Reporting Period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

SECTION VII – DEFINITIONS

1. "Administration" means:
 - a. Giving counsel to with respect to the "employee benefits program";
 - b. Interpreting the "employee benefits program";
 - c. Handling of records in connection with the "employee benefits program"; or
 - d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program"performed by a person authorized by the Named Insured to perform such services.
2. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Cafeteria plans" means plans authorized by the Internal Revenue Service under Section 125 which allow employees to elect to pay for certain benefits with pre-tax dollars.

5. "Claim" means any demand or "suit", made by anyone for damages as the result of a negligent act, error or omission.
6. "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.
7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
8. "Employee benefits program" means the following benefits:
 - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; flexible spending accounts; and "cafeteria plans" provided that no one other than an "employee" may subscribe to such benefits;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefit and such benefits are made generally available to all "employees" who are eligible for such benefits.
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family and civil leave; tuition assistance plans; transportation and health club subsidies.
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
12. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured.
13. "Suit" means a civil proceeding in which damages because of a negligent act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
14. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short term workload conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**SUPPLEMENTAL EXTENDED REPORTING
PERIOD ENDORSEMENT**

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

SCHEDULE

Premium

- 1.** A Supplemental Extended Reporting Period Endorsement is provided, as described in EXTENDED REPORTING PERIODS (Section VI).
- 2.** A Supplemental Employee Benefits Aggregate Limit applies to claims first received and recorded during the Supplemental Extended Reporting Period. This limit is equal to the General Aggregate Limit entered on the Declarations in effect at the end of the policy period.
- 3.** Coverage provided by this Supplemental Extended Reporting Period Endorsement is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.
- 4.** This endorsement will not take effect unless the additional premium for it, as set forth in Section VI, is paid when due. If that premium is paid when due, this endorsement may not be cancelled.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BASIC FARM PREMISES LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Subject to the provisions of this endorsement, insurance under the Commercial General Liability Coverage Form applies with respect to liability arising out of the ownership, use or maintenance of "farm premises". The terms ownership, use or maintenance include operations necessary or incidental to ownership, use or maintenance.

A. Coverage A – Bodily Injury And Property Damage Liability

1. Exclusion **2.a.** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured even if the resulting "bodily injury" or "property damage":

- (1) Is of a different kind, quality or degree than initially expected or intended; or
- (2) Is sustained by a different person, entity, real or personal property, than initially expected or intended.

This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

2. Under Exclusion **2.f.**, the following exception is added to Subparagraph **(1)(a)**:

(iv) "Bodily injury" or "property damage" caused by heat, smoke or fumes from a fire, if the fire:

- i. Is set by the insured on the "farm premises"; and
- ii. Is set for the purpose of burning off crop stubble or other vegetation and is consistent with normal and usual agricultural practice; and
- iii. Is not set in violation of an ordinance or law.

3. The following exception is added to Exclusion **2.g.**:

(6) An "auto" or item of "mobile equipment" involved in an "occurrence" on the "farm premises" and not subject to motor vehicle registration by reason of:

- (a)** Use exclusively on the "farm premises"; or
- (b)** Being kept in dead storage on the "farm premises".

4. Exclusion **2.l.** does not apply to operations necessary or incidental to the ownership, use or maintenance of the "farm premises".

5. Unless the Declarations specify otherwise, the following exclusions are added:

r. "Bodily injury" or "property damage" arising out of the ownership, use or maintenance of any part of the "farm premises" that is:

- (1) Used for nonagricultural business purposes; or
- (2) Rented to others or held for rental by an insured for nonagricultural business or dwelling purposes.

This exclusion does not apply to:

- (1) A residence rented to a person who occupies and farms the "farm premises"; or
- (2) A residence occupied by no more than two roomers or boarders.

s. "Bodily injury" or "property damage" arising out of the ownership, use or maintenance of:

- (1) Farm tools, farm tractors and trailers under contract to others for a charge;
- (2) Draft animals or vehicles used with them:
 - (a) Under contract to others for a charge; or
 - (b) Used for route delivery; or
- (3) Saddle animals:
 - (a) Rented to others by or for an insured; or
 - (b) Used in practicing for or participating in any exhibition or contest.

t. "Property damage" arising out of any substance released or discharged from any aircraft.

u. "Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services.

B. Coverage C – Medical Payments

The following is added to Paragraph 2. **Exclusions**:

h. To any person engaged in work usual or incidental to the maintenance or use of the "farm premises".

The only exceptions to this exclusion are in "occurrences" of "bodily injury" sustained by a person on the "farm premises" in a neighborly exchange of assistance for which the insured is not obligated to pay any money.

C. **Chemical Drift Liability Coverage** is added to the Commercial General Liability Coverage Form as Coverage **M**, as described and limited in 1. through 5. below.

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages for physical injury to crops or animals if:

- (1) The injury was caused by discharge, dispersal, release or escape into the air, from the "farm premises", of the chemicals, liquids or gases that the insured has used in normal and usual agricultural operations; and

- (2) The chemicals, liquids or gases entered into the air by some means other than discharge, dispersal, release or escape from aircraft.

The term physical injury does not include any indirect or consequential damages such as loss, at any time, of market for crops or animals or of use of soil or animals.

This coverage applies only to physical injury that occurs during the policy period. The physical injury must be caused by an "occurrence". The "occurrence" must take place in the "coverage territory".

- b. We will have the right and duty to defend the insured against any "suit" seeking damages for covered physical injury. However, we will have no duty to defend the insured against any "suit" seeking damages for physical injury to which this insurance does not apply. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result.

But:

- (1) The amount we will pay for damages is limited as described below in **3.**, Aggregate Limit of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable Aggregate Limit of Insurance in the payment of judgments or settlements under Chemical Drift Liability Coverage.

As used in this Coverage **M**, the term "suit" means a civil proceeding in which damages because of physical injury to which such Coverage applies are alleged.
"Suit" includes:

- (a) An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - (b) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- c. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph **1.** of Supplementary Payments.

2. Exclusions

Chemical Drift Liability Coverage does not apply to:

- a. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants"; or
 - (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, chemicals, liquids or gases.

However, this paragraph does not apply to liability for damages the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

- b. Physical injury to crops or animals arising out of agricultural operations which are in violation of an ordinance or law.

- c. Physical injury to crops or animals expected or intended from the standpoint of the insured.
- d. Physical injury to crops or animals for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - (1) Assumed in a contract or agreement that is an "insured contract", provided the physical injury occurs subsequent to the execution of the contract or agreement; or
 - (2) That the insured would have in the absence of the contract or agreement.

With respect to Chemical Drift Liability Coverage, Paragraph f. of the "insured contract" definition is deleted and replaced by the following:

- f. That part of a contract or agreement pertaining to your "farming" operations (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay a third person or organization for physical injury to crops or animals. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

However, Paragraph f. above does not include that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing.

- e. Physical injury to crops or animals you own, rent or borrow.

3. Aggregate Limit Of Insurance for Chemical Drift Liability Coverage: \$25,000

- a. Our total liability for Coverage **M**, Chemical Drift Liability Coverage, is the Aggregate Limit of Insurance stated above, unless a different Aggregate Limit of Insurance is stated for Coverage **M** in the Declarations.
- b. The stated Aggregate Limit of Insurance applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit of Insurance.
- c. Therefore, the stated Aggregate Limit of Insurance is the most we will pay for the applicable period of time as described in b. above, regardless of the number of:
 - (1) "Occurrences";
 - (2) Insureds;
 - (3) Claims made or "suits" brought; or
 - (4) Persons or organizations making claims or bringing "suits".

4. Section IV – Commercial General Liability Conditions applies to Chemical Drift Liability Coverage.

5. Words and phrases (except "suit") used in this Chemical Drift Liability Coverage have meaning as defined in Section V – Definitions. Section V includes the defined terms added in this endorsement.

D. Section II – Who Is An Insured

Paragraph 1. is replaced by the following:

1. If you are designated in the Declarations as:
 - a. An individual, you are an insured; and, if they are members of your household, your spouse, and your and your spouse's relatives who are under the age of 21 are also insureds.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your "farming" operations.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your "farming" operations. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

E. Section IV – Commercial General Liability Conditions

The following is added to the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** Condition:

We have no duty to provide coverage under this policy if failure to comply with the duties described in this Condition is prejudicial to us.

F. Section V – Definitions

1. The following definitions are added:
 - a. "Custom farming" means performance of specific planting, cultivating, harvesting or similar specific "farming" operations by an insured, at a farm that is not a "farm premises", when the performance is for, and under the direction or supervision of, the owner or operator of the farm or the authorized representative of the owner or operator.

But "custom farming" does **not** mean:
 - (1) Operations conducted at a premises rented to, leased to or controlled by an insured;
 - (2) Operations for which no compensation in money or goods is received; or
 - (3) A neighborly exchange of services.
 - b. "Farming" means the operation of an agricultural or aquacultural enterprise, and includes the operation of roadside stands, on your "farm premises", maintained solely for the sale of farm products produced principally by you. Unless specifically indicated in the Declarations, "farming" does not include:
 - (1) Retail activity other than that described above; or
 - (2) Mechanized processing operations.

- c. "Farm premises" means the location identified as such in the Declarations and operated for "farming" purposes, and includes the following, provided they are not used or held for rental or for business purposes other than "farming":
- (1) Buildings used as residences;
 - (2) Garages;
 - (3) Stables; and
 - (4) Individual or family cemetery plots or burial vaults.
2. The "Your product" definition is deleted and replaced by the following with respect to coverage provided by this endorsement:
- "Your product":
- a. Means:
- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You; or
 - (b) Others trading under your name; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include property rented to or located for the use of others but not sold.
3. The definitions of "employee", "leased worker", "temporary worker" and "volunteer worker", as shown in Section V – Definitions of the Commercial General Liability Coverage Form, do not apply to the insurance provided under this endorsement.

G. Additional Coverage – Custom Farming

1. Insurance under the Commercial General Liability Coverage Form also applies with respect to liability arising out of the insured's performance of or failure to perform "custom farming" operations. But this Additional Coverage will apply only if your receipts during the 12 months immediately preceding the date of the "occurrence" from such "custom farming" operations do not exceed \$5,000.
2. Exclusions 2.j.(4) and (6), 2.l. and 2.m. under Coverage A do not apply with respect to this Additional Coverage as described and limited in G.1. above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ARKANSAS CHANGES –
FARM EMPLOYERS' LIABILITY AND
FARM EMPLOYEES' MEDICAL PAYMENTS INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

(A) Coverages	Limits Of Insurance
Farm Employers' Liability	\$ each "occurrence"
Farm Employees' Medical Payments	\$ each "farm employee"
(B) Payroll	Rate Per \$1,000 Of Payroll
(C) The Earned Premium For This Coverage Is Subject To The Audit Provisions Of This Endorsement.	
(D) Employees To Whom The Provisions Of This Endorsement Do Not Apply:	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

SECTION I – COVERAGES

The following insuring agreements and exclusions are added to **Section I – Coverages** of the Commercial General Liability Coverage Form:

A. Farm Employers' Liability

1. Additional Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" to which this insurance applies. The "bodily injury" must:
 - (1) Be caused by an "occurrence";
 - (2) Be sustained by a "farm employee"; and
 - (3) Arise out of and in the course of the injured employee's employment by the insured; this employment must involve ownership, maintenance or use of portions of the "insured location" that are owned or operated for "farming" purposes. As used here, the terms ownership, maintenance and use include operations necessary or incidental to ownership, maintenance and use.
- b. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

- c. We will have the right and duty to defend the insured against any "suit" seeking damages of the kind described in Paragraph a. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" to which this insurance does not apply.

We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result.

But our right and duty to defend end when we have used up the Limit of Insurance shown in the Schedule in payment of judgments or settlements.

- d. No other obligation or liability to pay sums or perform acts or services is covered, except for the costs, expenses and interest amounts explicitly provided for in the Commercial General Liability Coverage Form under Paragraph 1. of Supplementary Payments – Coverages A And B.

2. **Additional Exclusions**

The insurance afforded under this endorsement does not apply to:

- a. "Bodily injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement;
- b. "Bodily injury" sustained by any "farm employee" unless, within 36 months of the end of the policy period, written claim is made or "suit" is brought against the insured for damages because of the "bodily injury";
- c. "Bodily injury" sustained by any employee while engaged in the operation or maintenance of aircraft.

This exclusion does not apply to model or hobby aircraft unless used or designed to carry an operator(s), any other person(s) or cargo;

- d. "Bodily injury" to any employee eligible to receive any benefits that an insured voluntarily provides or is required to provide under any workers' compensation, disability benefits or unemployment compensation law or any similar law;
- e. "Bodily injury" to any employee employed in violation of law with your knowledge or consent;
- f. Punitive or exemplary damages for "bodily injury" to any employee employed in violation of law. Punitive damages are damages that may be imposed to punish a wrongdoer; exemplary damages are damages that may be imposed to deter others from similar conduct; or
- g. "Bodily injury" to the spouse, child, parent, brother or sister of a "farm employee" as a consequence of "bodily injury" to that employee.

B. **Farm Employees' Medical Payments**

1. **Additional Insuring Agreement**

- a. We will pay, to or for each "farm employee" who sustains "bodily injury" caused by an accident, all reasonable medical expenses to which this insurance applies.

The "bodily injury" must arise out of and in the course of the injured employee's employment by the insured, and this employment must involve ownership, maintenance or use of portions of the "insured location" that are owned or operated for "farming" purposes. (As used here, the terms ownership, maintenance and use include operations necessary or incidental to ownership, maintenance and use.)

- b. We will pay these expenses regardless of fault.

- c. Reasonable medical expenses means expenses incurred or medically ascertained for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.
- d. This insurance applies only to reasonable medical expenses incurred or medically ascertained within 3 years of the date of the accident.

2. Additional Exclusions

The insurance afforded under this endorsement does not apply to:

- a. "Bodily injury" sustained by an employee while engaged in the operation or maintenance of aircraft; or
- b. "Bodily injury" to any employee eligible to receive any benefits that an insured voluntarily provides or is required to provide under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION II – WHO IS AN INSURED

- 1. If this endorsement is made part of a policy containing the Commercial General Liability Coverage Form, Section II – Who Is An Insured of that Coverage Form does not apply to the insurance afforded under this endorsement.
- 2. With respect to the insurance afforded under this endorsement, the following applies:

If you are designated in the Declarations as:

- a. An individual, you are an insured, and, if they are members of your household, your spouse, and your and your spouse's relatives who are under the age of 21 are also insureds.
- b. A partnership or joint venture, you are an insured. Your members and partners, and their spouses are also insureds, but only with respect to the conduct of your "farming" operations.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your "farming" operations. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

- 1. The Limit of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Persons who sustain "bodily injury"; or
 - c. Claims made or "suits" brought on account of "bodily injury".
- 2. The Limit of Insurance shown in the Schedule for Farm Employers' Liability is the most we will pay for all damages as the result of any one "occurrence".
- 3. The Limit of Insurance shown in the Schedule for Farm Employees' Medical Payments as applicable to each "farm employee" is the most we will pay for all medical expense for "bodily injury" to any one "farm employee" as the result of any one accident.

SECTION IV – ADDITIONAL DEFINITIONS AND INAPPLICABLE DEFINITIONS

If this endorsement is made part of a policy containing the Commercial General Liability Coverage Form, the following are added to **Section V – Definitions** of that Coverage Form:

1. "Farm employee" means any insured's employee whose duties are principally in connection with the maintenance or use of the "insured location" as a farm. These duties include the maintenance or use of the insured's farm equipment.

But "farm employee" does not mean any employee while engaged in any insured's business pursuits other than "farming".
2. "Farming" means the operation of an agricultural or aquacultural enterprise, and includes the operation of roadside stands, on your farm premises, maintained solely for the sale of farm products produced principally by you. Unless specifically indicated in the Declarations, farming does not include:
 - a. Retail activity other than that described above; or
 - b. Mechanized processing operations.
3. "Insured location" means:
 - a. The farm premises (including grounds and private approaches) shown in the Declarations;
 - b. Premises used by you in conjunction with the farm premises included in Paragraph **a.** above;
 - c. Vacant land owned by or rented to an insured;
 - d. Any part of premises occasionally rented to any insured for "farming" purposes; and
 - e. Any farm premises (including its grounds and private approaches) that you or your spouse acquire during the term of this policy.

If this endorsement is made part of a policy containing the Commercial General Liability Coverage Form, the definitions of "employee", "leased worker", "temporary worker" and "volunteer worker", as shown in Section **V – Definitions** of that Coverage Form, do not apply to the insurance provided under this endorsement.

SECTION V – AUDIT

1. The premium for this coverage is based on your payroll.
2. The advance premium for this coverage, as determined by the payroll amount and rate indicated in the Schedule, is an estimated premium only. After each anniversary and upon termination of the policy, you must notify us of your payroll during the policy period. We will compute the earned premium using our rules, rates, rating plans, premiums and minimum premiums that apply to this coverage. The due date for audit premiums is the date shown as the due date on the bill. If the earned premium we compute is more than the advance premium, you must pay us the difference. If the earned or minimum premium is less than the advance premium, we will refund the difference.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A.** Coverage **A** –Bodily Injury And Property Damage Liability is extended to apply to liability arising out of the insured's personal or non-business activities.

With respect to coverage provided under this endorsement, Section **I**, Coverage **A**, Paragraph **2. Exclusions**, is replaced by the following:

2. Exclusions

This insurance does not apply to:

- a.** "Bodily injury" or "property damage" expected or intended from the standpoint of the insured even if the resulting "bodily injury" or "property damage":

- (1)** Is of a different kind, quality or degree than initially expected or intended; or
- (2)** Is sustained by a different person, entity, real or personal property, than initially expected or intended.

This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property;

- b.** "Bodily injury" or "property damage" arising out of:

- (1)** Or in connection with a business engaged in by an insured. This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the business.

This exclusion, b.(1), does not apply to an insured under the age of 21 years involved in a part-time or occasional, self-employed business with no employees.

But in the event of "property damage" to which this exception may apply, the person who sustains the "property damage" must be someone other than an insured;

- (2)** The rental or holding for rental by an insured of any part of premises that are not residences;
- (3)** The rental or holding for rental of any residence owned by an insured.

The only exceptions to this exclusion are in cases of occupancy or intended occupancy:

- (a)** By persons using the residence exclusively as living quarters on an occasional basis;
- (b)** Of a part of the residence as living quarters by no more than 2 roomers or boarders;
or
- (c)** Of a part of the residence as an office, school, studio, or private garage;

- (4)** The rendering of, or failure to render, professional services; or
- (5)** Any premises that is not an "insured location", but is owned, rented or controlled by an insured.

The only exceptions to this exclusion are in "occurrences" of "bodily injury" to a "residence employee" arising out of and in the course of his or her employment by the insured;

c. Pollution

- (1) "Bodily injury" and "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph, **(1)(a)**, does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or
 - (ii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph, **(1)(d)**, does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".
- (2) Any loss, cost or expense:
- (a) Arising out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants"; or
 - (b) Arising out of any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or suit by or on behalf of a governmental authority;

d. "Bodily injury" or "property damage" for which an insured is obligated to pay:

- (1) His or her share of any loss assessment charged against all members of an association, corporation or community of property owners; or
- (2) Damages under any contract or agreement.

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This exclusion does not apply to written contracts:

- (a) That directly relate to the ownership, maintenance or use of an "insured location"; or
- (b) Under which the liability of others is assumed by the insured prior to an "occurrence";

provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract;

- e. Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law;
 - f. "Bodily injury" to the spouse, child, parent, brother or sister of an employee as a consequence of "bodily injury" to that employee;
 - g. "Bodily injury" (except when sustained by a "residence employee" in the course of and as a result of his or her employment by the insured) or "property damage":
- (1) Arising out of ownership, maintenance or use of any motor vehicle or any other motorized land conveyance, including trailers, owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

The only exceptions to this exclusion are in "occurrences" involving:

- (a) Trailers. But this exception requires that the trailer must not be towed by or carried on a motorized land conveyance;
 - (b) Motorized land conveyances designed for recreational use off public roads and not subject to motor vehicle registration. If the insured owns the conveyance, this exception requires that the "occurrence" must take place on an "insured location";
 - (c) A motorized golf cart owned by an insured, designed to carry up to 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground, and that at the time of an "occurrence", is within the legal boundaries of:
 - (i) A golfing facility, and is parked or stored there or is being used by an insured to:
 - i. Play the game of golf, or for other recreational or leisure activity allowed by the facility;
 - ii. Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
 - iii. Cross public roads at designated points to gain access to other parts of the golfing facility; or
 - (ii) A private residential community, including its public roads upon which a motorized golf cart can legally travel, that is subject to the authority of a property owners' association and contains an insured's "residence premises"; or
 - (d) A motorized land conveyance not subject to motor vehicle registration and:
 - (i) Used to service an insured's residence;
 - (ii) Kept in dead storage at the "insured location"; or
 - (iii) Used exclusively as a device for assisting the handicapped;
- (2) Arising out of the entrustment by an insured of any motor vehicle or any other motorized land conveyance to any person; or

- (3) Giving rise to vicarious liability, whether or not imposed by law, for the actions of a child or minor using a means of transportation named in Paragraphs (1) or (2).

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This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" that caused the "bodily injury" or "property damage" involved the ownership, maintenance, use, or entrustment to others of any motor vehicle or any other motorized land conveyance that is owned or operated by or rented or loaned to any insured;

h. "Bodily injury" or "property damage":

- (1) Arising out of ownership, maintenance, use or entrustment to others of an excluded watercraft described below. Use includes operation and "loading or unloading"; or
- (2) Giving rise to vicarious liability, whether or not imposed by law, for the actions of a child or minor involving an excluded watercraft described below.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" that caused the "bodily injury" or "property damage" involved the ownership, maintenance, use, or entrustment to others of an excluded watercraft described below.

Excluded watercraft are those that are principally designed to be propelled by engine power or electric motor or are sailing vessels, whether owned by or rented to an insured. This exclusion does not apply to watercraft:

- (1) That are not sailing vessels and are powered by:
- (a) Inboard or inboard-outdrive engine or motor power of 50 horsepower or less not owned by an insured;
 - (b) Inboard or inboard-outdrive engine or motor power of more than 50 horsepower not owned by or rented to an insured;
 - (c) One or more outboard engines or motors with 25 total horsepower or less;
 - (d) One or more outboard engines or motors with more than 25 total horsepower if the outboard engine or motor is not owned by an insured;
 - (e) Outboard engines or motors of more than 25 total horsepower owned by an insured if:
 - (i) You acquire them prior to the policy period; and
 - i. You declare them at policy inception; or
 - ii. Your intention to insure is reported to us in writing within 45 days after you acquire the outboard motors.
 - (ii) You acquire them during the policy period.

This coverage applies for the policy period.

- (2) That are sailing vessels, with or without auxiliary power:
- (a) Less than 26 feet in overall length;
 - (b) 26 feet or more in overall length, not owned by or rented to an insured.
- (3) That are stored.

This exclusion does not apply to "occurrences" of "bodily injury" or "property damage":

- (1) That take place on the "insured location"; or
- (2) Sustained by a "residence employee" in the course of and as a result of his or her employment by an insured;

i. "Bodily injury" or "property damage":

- (1) Arising out of ownership, maintenance or use of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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The only exceptions to this exclusion are in "occurrences" of "bodily injury" sustained by a "residence employee". But this exception requires that the "residence employee" must:

- (a) Sustain the "bodily injury" in the course of and as a result of his or her employment by the insured; and
- (b) Not be operating or performing maintenance work on the aircraft at the time of the "occurrence";

- (2) Arising out of the entrustment by an insured of any aircraft to any person; or
- (3) Giving rise to vicarious liability, whether or not imposed by law, for the actions of a child or minor using an aircraft.

This exclusion, i., applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" that caused the "bodily injury" or "property damage" involved the ownership, maintenance, use, or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

This exclusion, i., does not apply to model or hobby aircraft unless used or designed to carry an operator(s), any other person(s), or cargo;

j. "Property damage" to property:

- (1) Owned by an insured, nor to any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or
- (2) Rented to, occupied or used by, or in the care of an insured.

The only exceptions to this exclusion, j.(2), are in the case of the insured's legal obligation to pay damages because of an "occurrence" of "property damage" caused by fire, smoke or explosion;

k. "Bodily injury" to you or to any insured within the meaning of insured as defined in Paragraphs 1., 2. and 3. of Paragraph E., below.

This exclusion, k., also applies to any claim made or "suit" brought against you or any insured to:

- (1) Repay; or
- (2) Share damages with;

another person who may be obligated to pay damages because of such "bodily injury";

l. "Bodily injury" or "property damage" arising out of the use of any self-propelled land vehicle or "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed, strength or demolition contest or in any stunting activity;

m. "Bodily injury" or "property damage" arising out of:

- (1) The use of any animal in, or while in practice or preparation for, a prearranged racing, speed or strength contest, or prearranged stunting activity. But this Exclusion m.(1) applies only to "occurrences", arising out of such contests or activities, that take place at the site designated for the contest or activity; or

(2) The use of any animal, with or without an accessory vehicle, for providing rides to any person for a fee or for providing rides in connection with or during a fair, charitable function or similar type of event;

n. "Bodily injury" or "property damage" arising out of the transmission of a communicable disease by an insured;

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o. "Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment or physical or mental abuse;

p. "Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician;

q. "Bodily injury" arising out of "personal injury";

r. "Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information; or

s. "Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

B. Those provisions of Coverage **B** –Personal And Advertising Injury Liability which apply to damages the insured is obligated to pay because of "personal injury" are extended to apply to liability arising out of the insured's personal or non-business activities.

With respect to coverage provided by this endorsement, Section **I**, Coverage **B** is replaced by the following:

COVERAGE B – PERSONAL INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal injury" to which this insurance does not apply. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result.

But:

- (1) The amount we will pay for damages is limited as described in Section **III** –Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph 1. of Supplementary Payments – Coverages **A** and **B**.

b. This insurance applies to "personal injury" only if caused by an offense:

(1) Committed during the policy period; and

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(2) Arising out of the conduct of your personal or non-business activities.

2. Exclusions

This insurance does not apply to:

a. "Personal injury":

- (1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury";
- (2) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (3) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (4) Arising out of a criminal act committed by or at the direction of the insured.

This exclusion, (4), does not affect our duty to defend, in accordance with Paragraph 1.a. under Coverage B above, an insured prior to determining, through the appropriate legal processes, that that insured is responsible for a criminal act;

- (5) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to any indemnity obligation the insured has assumed under a written contract directly relating to the ownership, maintenance or use of the "insured location", provided the "personal injury" occurs subsequent to the execution of the contract;
- (6) Arising out of or in connection with a business engaged in by an insured. This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the business.

This exclusion, (6), does not apply to an insured under the age of 21 years involved in a part-time or occasional, self-employed business with no employees;

- (7) Arising out of civic or public activities performed for pay by an insured;
- (8) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;
- (9) To you or to any insured within the meaning of insured as defined in Paragraphs 1., 2. and 3. of Paragraph **E.**, below.

This exclusion also applies to any claim made or "suit" brought against you or any insured to:

- (a) Repay; or
- (b) Share damages with;
another person who may be obligated to pay damages because of such "personal injury";
- (10) Arising directly or indirectly out of any action or omission that violates or is alleged to violate:
 - (a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
 - (b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
 - (c) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information; or
- (11) However caused, arising, directly or indirectly, out of:
 - (a) War, including undeclared or civil war; or

- (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental

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b. Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

C. **Coverage C – Medical Payments** is replaced by the following with respect to "occurrences" of "bodily injury" to which Coverage **A** of this endorsement applies:

1. Insuring Agreement

a. We will pay reasonable medical expenses incurred or medically ascertained within 3 years from the date of an accident causing "bodily injury".

Reasonable medical expenses means expenses incurred or ascertained for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

b. This coverage applies only:

- (1) To a person (other than an insured) on the "insured location" with the permission of any insured; or
- (2) To a person (other than an insured) off the "insured location", provided the "bodily injury":
 - (a) Arises out of a condition on the "insured location" or the ways immediately adjoining it;
 - (b) Is caused by the activities of an insured;
 - (c) Is caused or sustained by a "residence employee" in the course of his or her employment by an insured; or
 - (d) Is caused by an animal owned by or in the care of an insured.

No other obligation or liability to pay sums or perform acts or services is covered.

2. Exclusions

We will not pay medical expenses for "bodily injury":

- a.** To a "residence employee" if "bodily injury" occurs:
 - (1) Off the "insured location"; and
 - (2) Outside the scope of his or her employment by an insured;
- b.** To any person (other than a "residence employee") regularly residing on any part of the "insured location"; or
- c.** To any person, if the "bodily injury" sustained is excluded under Coverage A of this endorsement.

D. Additional Coverage

DAMAGE TO PROPERTY OF OTHERS

We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an insured.

But we will not pay for "property damage":

1. To the extent of any amount recoverable under another coverage of this or any other policy;

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2. Caused intentionally by an insured who is 13 years of age or older;
3. To property owned by or rented to an insured, a tenant of an insured, or a member of your household; or
4. Arising out of:
 - a. Business pursuits;
 - b. An act or omission in connection with any premises (other than an "insured location") that are owned, rented or controlled by the insured; or
 - c. The ownership, maintenance, operation, use, "loading or unloading" of aircraft, watercraft or motor vehicles or any other motorized land conveyances.

The only exceptions are in "occurrences" of "property damage" involving motorized land conveyances designed for recreational use off public roads and neither:

- (1) Subject to motor vehicle registration; nor
- (2) Owned by an insured.

No other obligation to pay sums or perform acts or services is covered.

E. With respect to coverage provided under this endorsement, **Section II – Who Is An Insured** is replaced by the following:

1. You are an insured and, if your spouse is a member of your household, the word you includes your spouse.
2. The following persons are also insureds, provided they are members of your household:
 - a. Your relatives;
 - b. Any person under the age of 21 who is in the care of a person specified in Paragraphs 1. or 2.a. above.
3. A student enrolled in school full time, as defined by the school, who was a member of your household before moving out to attend school, provided the student is under the age of:
 - (a) 24 and your relative; or
 - (b) 21 and in your care or the care of a person specified in 2.a.;is also an insured.
4. Any person or organization legally responsible for animals or watercraft owned by you or a person specified in Paragraphs 1 or 2.a. above, is also an insured. But such a person or organization is an insured only insofar as:
 - a. The insurance under this Coverage Form applies to "occurrences" involving animals or watercraft;
 - b. That person's or organization's custody or use of the animals or watercraft does not involve business; and
 - c. That person or organization has the custody or use of the animals with the owner's permission.
5. Any person while engaged in the employment of you or a person specified in Paragraphs 1., or 2.a. above, is also an insured but only insofar as the insurance under this endorsement applies to "occurrences" involving vehicles.

6. Any other person using a vehicle on the "insured location" with your consent is also an insured, but only insofar as the insurance under this endorsement applies to "occurrences" involving vehicles.

F. With respect to coverage provided under this endorsement, Paragraph 5. in **Section III – Limits Of Insurance**, is replaced by the following:

5. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of:

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- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

Included within the Each Occurrence Limit is a special Limit of Insurance of \$10,000, which is the most we will pay for all covered damages that the insured becomes legally obligated to pay because of statutorily imposed vicarious liability for the actions of a child or minor. However, we will not pay for those damages excluded by means of Paragraphs 2.g., 2.h. or 2.i. of Coverage A, Exclusions, in this endorsement.

G. With respect to coverage provided by this endorsement, the following is added to **Section IV – Commercial General Liability Conditions**, Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**:

We have no duty to provide coverage under this policy if failure to comply with the duties described in this Condition is prejudicial to us.

H. With respect to Additional Coverage – Damage To Property Of Others provided by this endorsement, the following is added to **Section IV – Commercial General Liability Conditions**, Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**:

- e. If loss occurs under Additional Coverage – Damage To Property Of Others, you must:

- (1) Submit to us within 60 days after the loss, a signed sworn proof of loss; and
- (2) Exhibit the damaged property, if within your control.

I. With respect to coverage provided under this endorsement, **Section V – Definitions** is revised as follows:

- 1. Definition 4. "Coverage Territory" is deleted.
- 2. Definition 14. "Personal and advertising injury" is replaced by the following:

"Personal injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of, a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- e. Oral or written publication of material that violates a person's right of privacy.

3. The following are added:

- a.** "Farming" means the operation of an agricultural or aquacultural enterprise, and includes the operation of roadside stands, on your "farm premises", maintained solely for the sale of farm products produced principally by you. Unless specifically indicated in the Declarations, farming does not include:

- (1) Retail activity other than that described above; or
- (2) Mechanized processing operations.

- b.** "Farm premises" means the location identified as such in the Declarations and operated for "farming" purposes, and includes the following, provided they are not used or held for rental or for business purposes other than "farming":

- (1) Buildings used as residences;
- (2) Garages;

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- (3) Stables; and
- (4) Individual or family cemetery plots or burial vaults.

- c.** "Insured location" means:

- (1) The "farm premises";
- (2) The part of other premises, or of other structures and grounds, that is:
 - (a) Used by you as a residence and shown in the Declarations; or
 - (b) Acquired by you during the policy period for your use as a residence;
- (3) Premises used by you in conjunction with the premises included in Paragraphs (1) or (2) above;
- (4) Any part of premises not owned by an insured but where an insured is temporarily residing;
- (5) Vacant land, other than farm land, owned by or rented to an insured;
- (6) Land owned by or rented to an insured on which a one to four-family dwelling is being constructed as a residence for occupancy by an insured, or by an insured's farm employees or "residence employees"; and
- (7) Any part of premises occasionally rented to an insured for other than business purposes.

- d.** "Residence employee" means an insured's employee whose duties are principally in connection with the maintenance or use of the "residence premises", including household or domestic services, or who performs duties elsewhere of a similar nature not in connection with the business of any insured.

- e.** "Residence premises" means your principal residence and the grounds and structures appurtenant to it.

"Residence premises" does not include any part or parts of a building or structure that are used for business.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOST KEY LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Limits of Liability: \$

Deductible Amount: \$250 per claim

1. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay because of "property damage" due to the loss of keys of others which are in the care, custody or control of any insured. The loss of keys must occur during the policy period.

Our liability for all "property damage" due to the loss of keys is limited to the actual cost of lost keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation.

2. Exclusions

This insurance does not apply to "property damage" caused by the misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured.

3. Limit Of Insurance

The limit of insurance shown in the schedule above is the most we will pay for "property damage" due to loss of keys arising out of any one "occurrence."

4. Deductible

Our obligation to pay damages applies only to the amount of damages in excess of the deductible amount stated in the schedule above.

The deductible amount stated is on a per claim basis and applies under Lost Key Liability Coverage to all "property damage" sustained by one person or organization as the result of any one "occurrence."

5. Only as respects coverage provided by this endorsement, Paragraph 17. of the definition of "property damage" in the **Section V - Definitions is replaced by the following:**

17. "Property damage" means physical loss of keys that have been entrusted to any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BODILY INJURY TO CO-EMPLOYEE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 2.a. of **Section II - Who Is An Insured** is deleted and replaced with the following:

2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company) , to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, including directly supervising other "employees" of yours. However, these "employees" are not insureds for their willful conduct which is defined as the purposeful or willful intent to cause injury or due in whole or in part by their intoxication by liquor or drugs.

This coverage is excess over any other valid and collectable insurance available to your "employee".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ELECTRONIC DISTRIBUTION OF UNSOLICITED MATERIAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Email, Fax or Phone Call

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. A violation of the Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such laws, by the sending or transmitting of a fax or the placing of a phone call;
- b. A violation of the CAN-SPAM Act of 2003, including any amendment of or addition to such laws, by the sending or transmitting of an email;
- c. Any other act that violates the TCPA or the CAN-SPAM Act of 2003, including any amendment of or addition to such laws; or
- d. Any act that violates any other statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws, that prohibits or limits the sending, transmitting or communicating of material or information.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Email, Fax or Phone Call

"Personal and advertising injury" arising directly or indirectly out of:

- a. A violation of the Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such laws, by the sending or transmitting of a fax or the placing of a phone call;
- b. A violation of the CAN-SPAM Act of 2003, including any amendment of or addition to such laws, by the sending or transmitting of an email; or
- c. Any other act that violates the TCPA or the CAN-SPAM Act of 2003, including any amendment of or addition to such laws; or
- d. Any act that violates any other statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws, that prohibits or limits the sending, transmitting or communicating of material or information.

Withdrawn

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document- Property & Casualty	Review Status: Approved	08-02-2007
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Comments:

Attachments:

PC TD-1 3-07.forms.pdf

PC FFS-1 3-07.ar.pdf

Satisfied -Name:	Filing Synopsis for Forms	Review Status: Approved	08-02-2007
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Comments:

Attachments:

FILING New Co End.pdf

FILING Revised Co End AR.pdf

FILING Withdrawal of forms CW.pdf

Property & Casualty Transmittal Document

**1. Reserved for Insurance
Dept. Use Only****2. Insurance Department Use only**

a. Date the filing is received:

b. Analyst:

c. Disposition:

d. Date of disposition of the filing:

e. Effective date of filing:

New Business

Renewal Business

f. State Filing #:

g. SERFF Filing #:

h. Subject Codes

3. Group Name**Group NAIC #**

Ohio Casualty Group

148

4.**Company Name(s)****Domicile****NAIC #****FEIN #****State #**

Ohio Casualty Ins Co

Ohio

24074

31-0396250

West American Ins Co

Indiana

44393

31-0624491

American Fire and Casualty Co

Ohio

24066

59-0141790

5. Company Tracking Number

CL20070085 (F)

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]**6.****Name and address****Title****Telephone #s****FAX #****e-mail**Debbie May
9450 Seward Rd
Fairfield, OH 45014Prod Staff
Underwriter1-800-843-6446
Ext 2884

513-603-3121

Debbie.may@ocas.com

7. Signature of authorized filer

8. Please print name of authorized filer

Debbie May

Filing information (see General Instructions for descriptions of these fields)**9.****Type of Insurance (TOI)**

17.0 Other Liability – Occ/Claims Made

10.**Sub-Type of Insurance (Sub-TOI)**

17.0001 Commercial General Liability

11.**State Specific Product code(s)(if applicable)[See State Specific Requirements]****12.****Company Program Title (Marketing title)****13.****Filing Type**[] Rate/Loss Cost [] Rules [] Rates/Rules
[X] Forms [] Combination Rates/Rules/Forms
[] Withdrawal [] Other (give description)**14.****Effective Date(s) Requested**

New: 12-1-2007 Renewal: 12-1-2007

15.**Reference Filing?**

[x] Yes [] No

16.**Reference Organization (if applicable)**

ISO

17.**Reference Organization # & Title**

GL-2006-OCTFR

18.**Company's Date of Filing**

7-31-2007

19.**Status of filing in domicile**

[] Not Filed [] Pending [x] Authorized [] Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	CL20070085 (F)
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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In accordance with the filing requirements of your state, we are filing to adopt ISO's Form Revision Filing Designation Number GL-2006-OCTFR.

As a result, we submit various revisions to our company forms as outlined on the attached synopsis.

Our new and revised company forms are included with this filing. These forms are in final print. Please refer to the synopsis for details. We are also withdrawing 1 company form.

We are submitting a separate corresponding rule filing under separate cover.

We are submitting this filing to be applicable to all policies written on or after December 1, 2007.

To the best of our knowledge, information and belief, this filing is in compliance with the provisions of the insurance statutes, rules and regulations of your state.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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Check #: 21562973
Amount: 50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		CL20070085 (F)		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		CL20070085 (R)		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Bodily Injury To Co-Employee Cov	CG 85 26 12 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Lost Key Liab Cov	CG 81 38 12 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG 81 38 06 92	
03	Non-Cumulation Of Liab Limits Same Occurrence	CG 84 99 07 06	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG 84 99 03 03	
04	Exclusion – Liab Arising Out of Lead	LC 87 01 07 06	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	LC 87 01 03 99	
05	General Liab Master Pak	CG 83 30 12 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG 83 30 12 03	
06	General Liab Master Pak No Medical Payment Excl	CG 84 07 12 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG 84 07 12 03	
07	General Liab Master Pak for Artisan Contractors	CG 84 15 12 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG 84 15 12 03	
08	General Liab Master Pak for Construction	CG 84 16 12 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG 84 16 12 03	
09	General Liab Master Pak for Manufacturers	CG 84 18 12 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG 84 18 12 03	
10	Employee Benefits Liab Cov Form	CG 80 08 12 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG 80 08 07 99	
11	Supplemental Extended Reporting Period	CG 84 06 12 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG 84 06 02 98	
12	Basic Farm Premises Liab	CG 85 42 12 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG 85 42 06 05	
13	Arkansas Changes - Farm Employers' Liab and Farm Employees Medical Payments Ins	CG 85 55 12 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG 85 55 06 05	
14	Personal Liab	CG 85 45 12 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG 85 45 06 05	

15	Exclusion – Electronic Distribution of Unsolicited Material	CG 85 19 09 04	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
16			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

New forms and endorsements

FORM TITLE	NEW FORM #	TYPE OF FORM	DESCRIPTION OF FORM
Bodily Injury To Co-Employee Coverage	CG 85 26 12 07	Endorsement	Provides insured status to an employee acting in a supervisory capacity for occurrences involving injury to a co-employee.

Arkansas - Revised forms and endorsements

FORM TITLE	NEW FORM #	REPLACE FORM #	TYPE OF FORM	DESCRIPTION OF FORM
Lost Key Liability Coverage	CG 81 38 12 07	CG 81 38 06 92	Endorsement	<u>Clarification in coverage:</u> Amended the definition of property damage to include physical loss of keys.
Non-Cumulation Of Liability Limits Same Occurrence	CG 84 99 07 06	CG 84 99 03 03	Endorsement	<u>Clarification in coverage:</u> Added Ohio Security Insurance Company to the definition of Insured by us.
Exclusion – Liability Arising Out Of Lead	LC 87 01 07 06	LC 87 01 03 99	Endorsement	<u>Editorial Changes:</u> Editorial changes have been made to align with ISO CG 00 01 12 07 edition.
General Liability Master Pak	CG 83 30 12 07	CG 83 30 12 03	Endorsement	<u>COVERAGE BROADENED:</u> Item 1. Blanket Additional Insured – Extends Additional Insured status to other persons or organizations who the insured has agreed to provide additional insured status to in a written contract. Item 2. Newly Formed Or Acquired Organizations – Extends Who Is An Insured status to include newly formed or acquired joint ventures, limited liability company or limited liability partnership if the insured is the majority owner. <u>EDITORIAL CHANGES:</u> Item 2. Fire, Lightning, Explosion And Sprinkler Leakage Damage To Premises You Rent - Editorial changes have been made to align with ISO CG 00 01 12 07 edition.
General Liability Master Pak No Medical Payment Extension	CG 84 07 12 07	CG 84 07 12 03	Endorsement	<u>COVERAGE BROADENED:</u> Item 1. Blanket Additional Insured – Extends Additional Insured status to other persons or organizations who the insured has agreed to provide additional insured status to in a written contract. Item 2. Newly Formed Or Acquired Organizations – Extends Who Is An Insured status to include newly formed or acquired joint ventures, limited liability company or limited liability

				<p>partnership if the insured is the majority owner.</p> <p><u>EDITORIAL CHANGES:</u> Item 2. Fire, Lightning, Explosion And Sprinkler Leakage Damage To Premises You Rent - Editorial changes have been made to align with ISO CG 00 01 12 07 edition.</p>
General Liability Master Pak For Artisan Contractors	CG 84 15 12 07	CG 84 15 12 03	Endorsement	<p><u>COVERAGE BROADENED:</u> Item 1. Blanket Additional Insured – Extends Additional Insured status to other persons or organizations who the insured has agreed to provide additional insured status to in a written contract.</p> <p>Item 2. Newly Formed Or Acquired Organizations – Extends Who Is An Insured status to include newly formed or acquired joint ventures, limited liability company or limited liability partnership if the insured is the majority owner.</p> <p><u>EDITORIAL CHANGES:</u> Item 2. Fire, Lightning, Explosion And Sprinkler Leakage Damage To Premises You Rent - Editorial changes have been made to align with ISO CG 00 01 12 07 edition.</p>
General Liability Master Pak For Construction	CG 84 16 12 07	CG 84 16 12 03	Endorsement	<p><u>COVERAGE BROADENED:</u> Item 1. Blanket Additional Insured – Extends Additional Insured status to other persons or organizations who the insured has agreed to provide additional insured status to in a written contract.</p> <p>Item 2. Newly Formed Or Acquired Organizations – Extends Who Is An Insured status to include newly formed or acquired joint ventures, limited liability company or limited liability partnership if the insured is the majority owner.</p> <p><u>EDITORIAL CHANGES:</u> Item 2. Fire, Lightning, Explosion And Sprinkler Leakage Damage To Premises You Rent - Editorial changes have been made to align with ISO CG 00 01 12 07 edition.</p>

General Liability Master Pak For Manufacturers	CG 84 18 12 07	CG 84 18 12 03	Endorsement	<p><u>COVERAGE BROADENED:</u></p> <p>Item 1. Blanket Additional Insured – Extends Additional Insured status to other persons or organizations who the insured has agreed to provide additional insured status to in a written contract.</p> <p>Item 2. Newly Formed Or Acquired Organizations – Extends Who Is An Insured status to include newly formed or acquired joint ventures, limited liability company or limited liability partnership if the insured is the majority owner.</p> <p><u>EDITORIAL CHANGES:</u></p> <p>Item 2. Fire, Lightning, Explosion And Sprinkler Leakage Damage To Premises You Rent - Editorial changes have been made to align with ISO CG 00 01 12 07 edition.</p>
Employee Benefits Liability Coverage Form	CG 80 08 12 07	CG 80 08 07 99	Coverage Form	<p><u>Clarification in coverage:</u></p> <p>Amended the Supplementary Payment Section to clarify that the intent is to provide coverage for court cost taxed against the insured and not to provide coverage for the plaintiff's fees or expenses taxed against the insured.</p>
Supplemental Extended Reporting Period	CG 84 06 12 07	CG 84 06 02 98	Endorsement	<p><u>Editorial Changes:</u></p> <p>Editorial changes have been made to align with company cover age form CG 80 08 12 07 edition.</p>
Basic Farm Premises Liability	CG 85 42 12 07	CG 85 42 06 05	Endorsement	<p><u>Editorial Changes:</u></p> <p>Editorial changes have been made to align with ISO's cover age form CG 00 01 12 07 edition</p>
Arkansas Changes - Farm Employers' Liability And Farm Employees' Medical Payments Insurance	CG 85 55 12 07	CG 85 55 06 05	Endorsement	<p><u>Editorial Changes:</u></p> <p>Editorial changes have been made to align with ISO's cover age form CG 00 01 12 07 edition</p>
Personal Liability	CG 85 45 12 07	CG 85 45 06 05	Endorsement	<p><u>Editorial Changes:</u></p> <p>Editorial changes have been made to align with ISO's cover age form CG 00 01 12 07 edition</p>

Forms or Endorsements to be withdrawn

FORM TITLE	FORM #	TYPE OF FORM	DESCRIPTION OF FORM
Exclusion – Electronic Distribution Of Unsolicited Material	CG 85 19 09 04	Endorsement	Exclusionary wording is now included in ISO's Coverage form CG 00 01 12 07